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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THE ASSOCIATED PRESS,

Plaintiff,

- against -

ALL HEADLINE NEWS CORP., AHN MEDIA  
CORP., W. JEFFREY BROWN and DANIELLE  
GEORGE,

Defendants.

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08 Civ. 323 (PKC)

**FIRST AMENDED COMPLAINT**

**Trial by Jury Demanded**

Plaintiff, The Associated Press ("AP"), by its attorneys, DLA Piper US LLP, for its  
complaint against defendants All Headline News Corp., AHN Media Corp. (collectively,  
"AHN"), W. Jeffrey Brown ("Brown"), and Danielle George ("George") (collectively,  
"Defendants"), hereby alleges as follows:

**Nature Of This Action**

1. This is an action for: (i) "hot-news" misappropriation under New York State  
common law; (ii) copyright infringement in violation of 17 U.S.C. §§ 101 and 501 *et seq.*; (iii)  
improper removal or alteration of copyright management information in violation of 17 U.S.C.  
§§ 1202 *et seq.*; (iv) infringement of AP's registered trademarks in violation of Section 32 of the

Lanham Act, 15 U.S.C. § 1114; (v) violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (vi) unfair competition under New York State common law; and (vii) breach of contract.

2. AP is one of the world's oldest and largest news organizations. AP, directly and through its subsidiaries and affiliates, spends hundreds of millions of dollars each year to employ journalists, editors and technical personnel to get access to news and to gather, report, package and transmit news stories from every country in the world. Clients of AP's news services include thousands of U.S. newspapers, magazines and broadcasters, Internet services such as news portals and distributors, corporate news and information services providers and media outlets and distributors in 112 other countries. AP makes its news services available directly and through its subsidiaries and affiliates. AP's news stories are considered the "gold standard" of objective journalism.

3. In recent years, with the growth of the Internet as a new medium, AP has licensed its clients to place AP's news stories on their own Internet Web sites, and these sites attract millions of viewers each day. Those stories contain an AP byline. In addition, AP requires its clients to include, in the terms of service of their Web sites, a clear notice to users that AP material may not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium.

4. On information and belief, Brown is the chief executive officer and sole owner of AHN and George is the managing editor of AHN. AHN calls itself a "news service." However, on information and belief, AHN has no reporters and is simply a vehicle for copying news reports and misappropriating news gathered and reported by real news services such as AP.

5. On information and belief, Defendants hire poorly paid individuals and instruct them to "surf the Web" and copy breaking news stories from Internet news Web sites. On

information and belief, the individual Defendants direct these individuals to quickly prepare news stories for AHN's "news service" by either copying news stories found on the Internet or rewriting such stories. On information and belief, the individual Defendants instruct these individuals to disguise the fact that the rewritten stories are not original to or licensed by AHN by deleting the copyright and other identifying information contained in the original stories. On information and belief, AHN then resells the copied or rewritten news stories in competition with AP and other legitimate news services to a base of clients in New York and elsewhere that include newspapers, Internet Web portals, Internet Web sites, digital signage networks, and other redistributors of news content. On information and belief, AHN also displays many of these copied or rewritten stories on its own Web site.

6. On information and belief, many of the stories that are copied or rewritten by AHN's employees are authored by AP's experienced journalists and editors. The time-sensitive news in those stories has been gathered through AP's substantial investment in its journalistic infrastructure and processes, and AP owns the copyright in those stories.

7. On information and belief, AHN's commercial advertising and promotion falsely and misleadingly represents that AHN reports news stories independently gathered by AHN reporters, when in fact AHN's news reports are copied from AP and other legitimate news services, and that AHN is licensed by AP to redistribute AP news stories, when in fact AHN is not so licensed. As a result of these and other false and misleading statements and concealments of fact in AHN's commercial advertising and promotion, AHN misrepresents the nature, characteristics, and qualities of its services, to AP's damage.

8. By systematically copying, rewriting, displaying and redistributing AP's news stories without AP's permission, Defendants are willfully infringing AP's copyrights in those stories. In addition, Defendants are free-riding on the substantial investment and effort that AP

makes in generating accurate, time-sensitive news reports, and are using those reports to operate a "news service" that directly competes with AP's own news service. This constitutes illegal "hot-news" misappropriation under New York common law.

9. Defendants are also intentionally altering or removing copyright management information appearing in AP reports, in violation of the Digital Millennium Copyright Act.

10. Defendants are also infringing upon AP's federally registered trademarks by using AP's registered trademark in connection with the sale and offering for sale of the AHN "news service," thereby causing confusion and mistake among the clients and potential clients of the AHN "news service." They are also violating Section 43(a) of the Lanham Act and New York's common-law prohibition against unfair competition.

11. AP seeks an injunction preliminarily and permanently enjoining Defendants from continuing their unlawful and damaging conduct, and following trial, an award of compensatory and punitive damages against Defendants.

### **The Parties**

12. AP is, and at all times relevant to this complaint has been, a not-for-profit membership corporation, organized and existing under the laws of the State of New York, with its principal place of business located at 450 West 33rd Street, New York, New York.

13. On information and belief, defendant All Headline News Corp. is a privately held corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 2701 Okeechobee Boulevard, West Palm Beach, Florida. On information and belief, defendant AHN Media Corp. is a privately held corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 2701 Okeechobee Boulevard, West Palm Beach, Florida. On information and belief, All Headline

News Corp. and/or AHN Media Corp. are the successors-in-interest to AmeriClicks, Inc. ("AmeriClicks") and are liable for its debts under the doctrine of successor liability.

14. On information and belief, Brown is an individual residing at 922A Honey Tree Lane, Wellington, Florida.

15. On information and belief, George is an individual residing at 5410 Harriet Place, West Palm Beach, Florida.

16. On information and belief, AHN has offices and regional bureaus in South Florida, New York, Washington, D.C., Las Vegas, Denver, and Europe and Asia. On information and belief, at relevant times, AHN has had an office in this state and district located at 1230 Avenue of the Americas, Rockefeller Center, 7th Floor, New York, New York 10020.

#### **Jurisdiction And Venue**

17. This Court has jurisdiction over the subject matter of this action pursuant to (a) 28 U.S.C. § 1331; (b) 28 U.S.C. § 1332, in that this is an action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs; (c) 28 U.S.C. § 1338; and (d) 28 U.S.C. § 1367.

18. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400.

19. This Court has personal jurisdiction over Defendants All Headline News Corp. and AHN Media Corp. pursuant to Fed. R. Civ. P. 4(k) and N.Y. CPLR §§ 301 and 302(a)(2) and (3), in that they provide and transmit, and/or offer to provide and transmit, the infringing AHN "news service" to clients and potential clients in New York and to Internet web sites that are run on computer servers located in New York, distribute and direct the infringing AHN "news service" to Internet users located in New York, and cause content and works to be reproduced, displayed and distributed within New York in violation of AP's rights as alleged below. Such conduct constitutes commission of tortious acts within New York and/or

commission of tortious acts outside of New York causing injury to the property of AP within New York, and said Defendants (a) regularly do or solicit business in New York or derive substantial revenue from services rendered in New York, or (b) expect or reasonably should expect their acts to have consequences in New York and said Defendants derive substantial revenue from interstate or international commerce.

20. This Court has personal jurisdiction over Defendants Brown and George pursuant to Fed. R. Civ. P. 4(k) and N.Y. CPLR §§ 301 and 302(a)(2) in that (a) on information and belief, said Defendants have committed or instructed others, including Defendants All Headline News Corp. and AHN Media Corp. and its employees and independent contractors, to commit the infringements and other violations of AP's rights alleged below, and/or (b) said Defendants have the power to supervise the activity of Defendants All Headline News Corp. and AHN Media Corp. and its employees and independent contractors, and either have an ownership interest in the corporate Defendants or a financial interest in the profits earned by the corporate Defendants, including those earned from the infringements and other violations of AP's rights alleged below.

#### **Facts Relevant To All Claims**

##### **A. The Business Of AP**

21. Founded in 1846, AP today is the oldest and largest news agency in the world, serving as the gold standard for news gathering and reporting. On any given day, more than half the world's population sees news from AP. In the United States alone, AP serves more than 5,000 radio and television stations and over 1,700 newspapers. In addition, AP has newspaper, radio, television and other news outlets in 112 foreign countries.

22. AP employs a news staff that is unparalleled in the news business. It has over 4,000 editorial, communications and administrative employees working worldwide in over 240 bureaus in nearly 100 countries. About 3,000 of AP's worldwide staff are journalists.

23. AP invests vast resources, including substantial amounts of time, money, effort, talent and creativity, in gathering the news and creating original reports and accounts of the news. These investments are made throughout the world. As stated in an article in the December 2007/January 2008 *American Journalism Review* (Exhibit 1), "For years, the AP has been flying in the face of a prevailing industry trend. While others are pulling out of foreign locales, the wire service has made worldwide expansion part of a master plan for future growth." The article outlines how AP has "doubled its reporting power in China," opened new bureaus in many foreign countries, and has invested millions of dollars to upgrade communications between its bureaus.

24. AP's investments are not limited to time and money. AP reporters and photographers often put their lives in jeopardy to gain access to and report from dangerous and unstable regions. Thirty-two AP journalists have lost their lives while gathering news since AP was established. Since 2005 alone, more than 19 AP journalists have been incarcerated or otherwise detained, and at least 23 have been harassed, intimidated or beaten.

25. Access to news is a crucial focus for journalists, who must be present to the greatest extent possible at the moment when news occurs. They must travel quickly to the place where news is expected to happen, overcome any obstacles and endure any hardships or risks required to reach a position where the event may be observed, and be equipped to record and transmit their original material immediately to an AP bureau or editing or distribution center. Such access may require exercise of great skill, ingenuity and improvisation, or, in some cases even litigation, in order to evade or overcome resistance by those in control of a news venue. AP

invests substantial resources, including legal expenses, to make sure that its reporters are able to gain access to the sources of news, and gather and transmit news.

26. As a result, AP has earned the reputation of being an accurate, reliable, balanced and unique source of news and information, providing original reports and accounts of news. To date, AP has received 49 Pulitzer Prizes, the largest number for any news organization for the categories in which AP can compete.

**B. AP's News Services**

27. AP, directly and through its subsidiaries and affiliates, supplies its news services to its regular members (which includes U.S. newspapers), its associate members (which include many broadcast media companies) and other persons and entities which are not members of AP, but which subscribe to one or more of AP's services for publication, aggregation, syndication, distribution or other authorized purposes.

28. There is a great public appetite for news. As a result, timely, breaking, objective and accurate news reports are of substantial importance to many businesses, including newspapers, broadcasters, Internet portals and other Web sites, and proprietors, aggregators, syndicators and distributors of news services, displays and tickers. Because the timeliness, comprehensiveness, quality and reliability of AP news reports is well known, potential users of these reports have been willing to pay and do pay valuable consideration for licenses to receive and republish these AP reports. As a result, AP has licensed, and continues to license, its news reports to a vast array of customers under a variety of arrangements.

29. For example, many media businesses, including newspapers, magazines, television and radio stations, as well as Internet Web portals and other Web sites, either do not employ newsgathering or reporting staffs, or only have local reporters. In order to obtain the timely, breaking international, national, state, and local news that their viewers and readers

desire to read or hear, those businesses subscribe to a news service such as those provided by AP. Most of these companies subscribe to only one such news service.

30. AP, either directly or through its subsidiaries and affiliates, provides services to customers under a variety of arrangements. For example, news services may be offered for consideration on a subscription basis, or on a single transaction or a la carte basis. For example, and without limitation, AP provides its copyrighted and proprietary works to licensees through services known as AP NewsBriefs, AP Alerts, AP Topic Reports, AP Online and AP Hosted Custom News.

31. Members and associate members ("AP Members" or "Members") and others may subscribe to various services provided by AP and its subsidiaries and affiliates through which AP delivers news, information, and original reports and accounts gathered and authored by AP. AP Members and subscribers include U.S. newspaper and broadcast members of the AP news cooperative, non-U.S. news agencies and newspapers, and commercial subscribers, including, without limitation, search engines, online portals, online news services, owners of news tickers and displays, online service providers of other kinds and news aggregation services that serve corporations, professional services firms and information service providers. AP Members and subscribers pay a fee to AP for delivery and a license to use these services. AP Members and subscribers are also required to sign agreements that limit the uses they may make of the news, information, reports and accounts provided by AP.

32. When transmitted by AP to its Members and subscribers, each AP story contains copyright management information, as that term is defined in 17 U.S.C. § 1202(c), including identification of AP as the author and/or copyright owner of the story, and symbols, such as "AP," which refer to such information. This information ordinarily appears in AP stories when they are republished or redisplayed by AP Members and subscribers.

33. In addition, where AP material is republished by an AP licensee on its Web site, AP requires that licensee to insert a notice to users of the Web Site that the AP material on the Web site may not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. This notice and condition is intended for the protection of AP's proprietary rights in its news stories and other material carried on the licensee Web site.

34. To meet the needs of its clients and potential clients, AP has invested significant amounts to develop an unequalled state-by-state and country-by-country newsgathering infrastructure (the "AP Bureaus") that allows AP to provide a continuous stream of individual stories, news reports and summaries of current state, regional, national and international news and information taking place anywhere in the world (the "AP Wires"). Furthermore, the AP Bureaus provide the input and initial editing of a significant amount of material for the AP Wires.

35. AP Members and subscribers can choose to receive the full news-stream carried on the AP Wires, or, to receive only certain segments of the news-stream. The consideration received from licensees will vary depending on various licensing factors.

36. The revenue that AP receives from licensing its news text, photo, audio, video and graphics is used to expand and enhance AP's news gathering activities, news reporting capabilities and news distribution services that AP provides to all AP Members, subscribers and other licensees.

37. AP gathers, reports and transmits news through the AP Wires on a continuous basis – 24 hours a day, 365 days a year. The news reports are delivered to AP Members and subscribers via a variety of means such as satellite link and password-protected Internet connection.

38. AP creates many of the dispatches transmitted in the AP Wires from news and information gathered by AP reporters: (1) assigned to AP Bureaus located in each particular state; (2) working in AP's Washington, D.C., bureau where news concerns federal governmental action affecting the state; or (3) working in AP Bureaus abroad where international news may be of interest in a particular state. The texts of these dispatches are the product of the creative expression of AP's reporters and editors and of their creative organization and selection of the facts unearthed by the reporters.

39. The remainder of the dispatches transmitted in the AP Wires are created by AP reporters and editors on the basis of news of spontaneous origin furnished by AP Members under the news cooperative's arrangements with the AP Members. In these instances, while AP reporters and editors start with the information provided by AP Members (often supplemented by AP's reporting, editing, fact-checking and other follow-up), the text of the AP dispatches is almost always the result of the creative expression of AP's personnel and their own organization and selection of the facts.

40. The editing process for text reports at AP begins with the assignment of a story to a reporter and continues until the story's distribution. It includes consultations between editor and reporter on how the assignment should be handled and how the story should be written. Reporters may be asked several times to gather additional facts and to re-draft a story before the editor is satisfied that it is as complete and well executed as possible. AP's editors must also make rapid decisions on the selection, arrangement, style and presentation of the information contained in a story written by an AP reporter, and make sure that it conforms with AP's editorial policies and the authoritative *The Associated Press Stylebook*. Editors then conduct additional reviews for completeness, balance and accuracy before releasing the story for distribution.

41. Thus, all of AP's news reports are original and creative works created through significant economic, professional, and personal investment, expense, and sacrifice by AP.

**C. AP's Registered Copyrights And Trademarks**

42. AP has registered its copyrights in some of its news reports and images with the U.S. Copyright Office. For example, all of AP's news reports and images transmitted on the AP Wires for the following dates have been registered with the Copyright Office under the Copyright Registration Certificates indicated below (the "Copyrighted Works"):

September 28, 2007	TX 6-814-000
September 29, 2007	TX 6-814-030
September 30, 2007	TX 6-814-026
October 11, 2007	TX 6-814-023
October 15, 2007	TX 6-814-009

True copies of these Copyright Registration Certificates are attached as Exhibits 2-6.

43. AP holds many United States Trademark Registrations, including but not limited to the following marks for goods and services, and has continuously used those marks in interstate commerce from the first use in commerce date shown in said registrations through and including the date of this complaint:

Mark	Goods/Services	Date of Registration	Registration Number
AP	News reports and news dispatches	8/27/63	755,564
AP	News agency services providing news reports, photographs, dispatches, newspaper features, broadcast features, and press releases	7/24/84	1,287,428
ASSOCIATED PRESS	News agency services providing news reports, photographs, dispatches, newspaper features, broadcast features, and press releases	5/14/85	1,336,023
THE ASSOCIATED PRESS	News stories and news photographs	1/23/45	411,547

True copies of the registration certificates are attached as Exhibits 7-10.

**D. The AHN "News Service"**

44. Defendant AHN claims to be a news and content syndication and distribution corporation headquartered in Wellington, Florida. On information and belief, Brown is the chief executive officer and sole owner of the AHN entities, and has a financial interest in the profits earned by the AHN entities, including those earned from the infringements and other violations of AP's rights alleged below. On information and belief, George is employed as the "managing editor" of AHN and has a financial interest in the profits earned by the AHN entities, including those earned from the infringements and other violations of AP's rights alleged below. On information and belief, Brown and George have the power to supervise the activities of the employees and independent contractors of AHN, including the infringing and illegal activity alleged below.

45. Upon information and belief, AmeriClicks is or was a corporation established under Florida law in 2003, for which Brown was sole shareholder and chief executive officer.

46. AP and AmeriClicks entered into a contract in December 2003 under which AmeriClicks was to receive AP's Online News Briefs service (the "Contract"). A true copy of the Contract is attached as Exhibit 11.

47. Under the terms of the Contract, for a fee of \$500 per month, AmeriClicks was permitted to use the first two paragraphs of stories located on AP Online. AmeriClicks' rights were expressly limited to the right to republish these paragraphs on its [www.allheadlinenews.com](http://www.allheadlinenews.com) Web site (the "AHN Web Site").

48. On or about July 19, 2004, while the Contract was effective, defendant All Headline News Corp. announced by press release that it had acquired the assets of AmeriClicks, namely the AmeriClicks Search Engine. A copy of its press release is attached as Exhibit 12. Thereafter, AHN succeeded to the rights and obligations of AmeriClicks under the Contract. AHN continued to receive AP's Online News Briefs service and to pay for such service under the Contract. Upon information and belief, AmeriClicks was administratively dissolved by the Florida Department of State, Division of Corporations, on or about October 1, 2004.

49. Despite the limitations of use set forth in the Contract, AHN repeatedly used more content than was permissible under the Contract, and improperly used stories for distribution outside the AHN Web Site, including syndicated feeds.

50. As a result, AP terminated the Contract on March 31, 2005.

51. On information and belief, AHN is the successor-in-interest of AmeriClicks and is liable for moneys owed to AP under the Contract under the doctrine of successor liability.

52. Under the Contract, there is due and owing from AHN to AP the unpaid balance of \$4,198.84.

53. Since March 31, 2005, AHN has not been licensed to make any use of AP content.

54. On the AHN Web Site, AHN claims that it sells news services worldwide to (i) Web sites, including Internet portals, (ii) newspapers, (iii) digital signage networks, (iv) TV/radio stations, (v) magazines, (vi) charities, (vii) governmental entities, and (viii) educational institutions. AP sells its news services to, and seeks new customers for its news services from, the same customer base.

55. AHN markets its news and content service on the AHN Web Site as "The news and content you want, in the format that you need, at a price that you can afford."

56. On information and belief, Defendants do not employ any reporters or news gatherers to conduct newsgathering services on AHN's own behalf. Instead, Defendants recruit "writers" ("AHN Writers") by posting advertisements on, among other places, the job bulletin boards of journalism schools and on the AHN Web Site.

57. On information and belief, Brown and George instruct the AHN Writers to use their personal computers from their homes or work sites to "surf the Web" and locate breaking, "hot" news stories that are published on legitimate and authorized news Web sites. Many of these stories originate with AP and are carried on the Internet Web sites of AP customers, pursuant to licenses from AP as described above. Reuse of these stories is restricted or prohibited by the terms of service of those Web sites as alleged in Paragraph 33 hereof. On information and belief, Brown and George instruct the AHN Writers to copy these stories and then rewrite them, using the same news content as in the originals. On information and belief, the AHN Writers are instructed by Brown and George to copy portions of the original stories or paraphrase the originals by rewriting the stories using the news content of the originals. On information and belief, where an original story is copied in whole or part, the AHN Writers are told by Brown and George to attribute the directly-copied portion to the original source (except

for Reuters), but are expressly instructed not to attribute to the original source parts of stories that are paraphrased or rewritten.

58. As a result of the instructions and actions of Brown, George, and the AHN employees and AHN Writers whom they supervise and direct, when AHN carries a story on its "news service" that has been copied or rewritten from an AP story, the AHN story intentionally omits the copyright management information contained in the original AP story.

59. On information and belief, AHN Writers do no independent research and newsgathering in preparing news stories, and typically prepare ten to fifteen stories a day from news stories copied or rewritten from the Internet. On information and belief, after an AHN Writer has prepared a story by copying or rewriting an original, he or she uploads it to AHN, where it is copied onto the servers and caches of AHN's computers. On information and belief, the story is then reviewed by an AHN "editor," who typically makes no changes to the content of the story but simply corrects typographical and grammatical errors. On information and belief, the stories are then aggregated by AHN into a news feed which it then distributes to its customers and displayed and/or distributed via AHN's servers.

60. On information and belief, stories are posted by AHN on the AHN Web Site and are distributed by AHN to its own customers for republication within approximately fifteen minutes of being uploaded to AHN by AHN Writers. On information and belief, the stories carried on AHN's "news service" regularly appear in the publications, broadcasts, Web sites, and displays of AHN's customers at the same time that the AP stories from which the AHN Writers originally copied or rewrote appear in the publications, broadcasts, Web sites, and displays of AP Members and subscribers. Thus, the AHN "news service" competes directly with AP and other legitimate news services.

61. As alleged above, AHN has not held a license from AP to make use of AP services since March 31, 2005. Nevertheless, on information and belief, after that date, Brown and George have falsely told AHN Writers that AHN has a license from AP to copy, rewrite, display, and republish material carried on the AP Wires. On information and belief, the AHN Writers are further falsely told that because the AHN Writers cannot obtain access to AHN's licensed AP Wires feed by virtue of their working remotely, the AHN Writers are to obtain AP material by copying stories from AP Member and subscriber Web sites and that such copying is legally permissible. In addition, on information and belief, Brown and George have falsely told AHN Writers that it is legally permissible for them to (a) copy portions of any published news story verbatim if the originator of the published story is credited, and (b) create stories for AHN by systematically copying the news content of published news stories and rewriting or paraphrasing the original stories without crediting the news service that created the original stories. As a result of these instructions, AHN Writers, acting under the direction and control of Defendants, and/or Defendants themselves systematically remove or alter the identification of AP as author and copyright owner contained within the original AP stories.

62. Moreover, on information and belief, Defendants pay AHN Writers wages which are substantially less than the pay of reporters in the United States, and in fact have often failed to pay the AHN Writers wages which are due to them. In addition, on information and belief, because U.S.-based AHN Writers have repeatedly complained to the Defendants and government authorities about Defendants' failure to pay them wages due, AHN is now recruiting new AHN Writers in the Philippines and Malaysia, where wage rates are lower still. As a result of maintaining no real reporting staff and underpaying or not paying AHN Writers, AHN has a cost of doing business which is far less than any legitimate news service, including AP.

63. On information and belief, Defendants have falsely misrepresented the nature, characteristics, and/or qualities of the AHN "news service" to customers and potential customers and to Internet users by, among other things, (a) representing that news stories supplied by AHN originate with the "news division" of AHN, when in fact AHN does no original reporting and the stories carried on the AHN "news service" are copied or rewritten from AP and other third-party news reports published on the Internet, (b) concealing the actual origin of the AP news carried on the AHN "news service" by systematically deleting copyright management information from the original reports that identify AP as the source of the information, and (c) representing, in words or substance, that AHN has permission to commercially republish and redistribute reports from AP, when in fact AHN has had no such permission since March 31, 2005.

**E. Defendants' Infringements Of AP's Copyrights**

64. AP owns copyright registrations for each of the Copyrighted Works.

65. Included within the Copyrighted Works are the following AP news stories (the "AP Stories"):

- Ahmadinejad Invites Bush to Speak At A University If He Visits Iran Sometime. (registered within TX 6-814-000);
- Sri Lankan Military Says it Sank 3 Tamil Tiger Boats In Lengthy Sea Battle. (registered within TX 6-814-000);
- AOL To Cut 2,000 Jobs, Including 1,200 in U.S., As It Transforms Into Online Ad Company. (registered within TX 6-814-009);
- 8 Foot Alligator That Killed Elderly Woman Captured In Georgia Pond Police Say. (registered within TX 6-814-023);
- Surrogate Mother Gives Birth To Her Own Twin Grandchildren. (registered within TX 6-814-026);

- Inspection Squads To Seek Out Dirty Toilets In Malaysian State's Tourist Spots.  
(registered within TX 6-814-030).

True copies of the AP Stories are attached as Exhibits 13-18.

66. On information and belief, AP Members and subscribers, acting under license from AP, have copied, transmitted, and caused to be displayed the AP Stories on their Internet Web sites, from which they can be read and copied by anyone using an Internet browser program.

67. On information and belief, AHN Writers, acting under the direction and control of Defendants and without the permission of AP or AP Members or subscribers, have accessed the AP Stories carried on AP Member and subscriber Web sites, copied some or all of the expression contained within said AP Stories, and incorporated that copied expression in stories prepared for the AHN "news service." On information and belief, the AHN Writers have then transmitted those stories to AHN, where they have been copied and stored on AHN's computers. On information and belief, AHN has then further copied the stories, prepared edited versions thereof, transmitted the stories as edited to customers of AHN, and has caused the stories to be displayed on the AHN Web Site. On information and belief, customers of AHN have copied the stories and caused them to be displayed in a variety of media, including Internet Web sites and signage.

True copies of AHN's stories taken from the AP Stories are attached as Exhibits 19-24.

68. On information and belief, through similar acts and practices, Defendants have similarly infringed or caused to be infringed AP's copyrights in AP news stories hundreds if not thousands of times.

69. The acts of Defendants, as described above, constitute willful infringement of AP's copyrights in the Copyrighted Works and intentional removal or alteration of copyright management information from the Copyrighted Works.

**F. Defendants' Misappropriation Of AP "Hot-News" Content**

70. The AHN "news service" is in reality a means for Defendants to free-ride on the investments of AP and others in gathering and reporting timely news. AP's charges to AP Members and subscribers for its news services reflect the cost of developing and maintaining a substantial worldwide newsgathering, reporting and distribution infrastructure and process. However, on information and belief, Defendants do not maintain any newsgathering infrastructure and engage in no independent reporting. As alleged above, Defendants pay the AHN Writers low or no wages to copy news reports from Internet Web sites, and are now "off-shoring" preparation of AHN news stories to the Philippines and Malaysia at even lower wage rates. As a result, on information and belief, Defendants are able to offer their "news service" to customers and potential customers at a price that is far lower than AP can offer for its services.

71. Defendants' improper conduct, as alleged above, is likely to usurp AP's business relationships and opportunities. AHN's "news service" directly competes with AP's own services. Both services are sold to the same potential customer base. Most customers of a news service only carry one service. When a company or entity decides to subscribe to AHN's "news service," this effectively excludes AP from selling its service to that company or entity.

72. Defendants' use of AP's news content free-rides on AP's costly efforts to gather information and create, edit and transmit news reports. If Defendants are not enjoined from misappropriating AP's efforts and investments in this manner, the acts of Defendants and other free-riders will so reduce AP's incentive to gather and report the news that the existence and/or quality of the news services that AP provides to AP Members, subscribers and other licensees, and thereby to the public, will be substantially threatened.

**FIRST CAUSE OF ACTION**

**(“Hot-News” Misappropriation Under New York Common Law)**

73. AP repeats and realleges each and every allegation in Paragraphs 1 through 72 of this complaint as if fully set forth herein.

74. AP collects and gathers newsworthy information, creates and edits its news reports, and transmits its news reports at substantial economic, professional and personal cost.

75. The value of the newsworthy information that AP gathers, reports and transmits is highly time-sensitive.

76. Defendants' use of AP news stories containing the news that AP gathers, reports and transmits, as described above, constitutes free-riding on AP's significant and costly efforts to collect, report and transmit newsworthy information.

77. Defendants use AP news stories to create a “news service” which is sold to the same customer base for AP's own news services. As a result, Defendants' “news service” directly competes with AP's own news services.

78. If Defendants and others are allowed to continue their free ride on AP's significant and costly efforts to gather, report and transmit newsworthy information, the incentives for AP to produce its news services will be substantially reduced, and this will in turn jeopardize the quality and/or existence of AP's news services.

79. Defendants' acts, as alleged above, constitute “hot-news” misappropriation under the common law of New York.

80. As alleged above, Defendants have acted in bad faith, maliciously, willfully, wantonly, and without due regard for AP's rights.

81. AP is entitled to recover compensatory damages and punitive damages, in an amount to be determined at trial, for Defendants' “hot-news” misappropriation.

82. Defendants' acts of "hot-news" misappropriation are causing, and, unless restrained by this Court, will continue to cause, irreparable injury to AP not fully compensable in monetary damages. AP is entitled to a preliminary and permanent injunction enjoining Defendants from further acts of "hot-news" misappropriation.

**SECOND CAUSE OF ACTION**  
**(Copyright Infringement)**

83. AP repeats and realleges each and every allegation in Paragraphs 1 through 82 of this complaint as if fully set forth herein.

84. AP is the sole proprietor of all right, title and interest in and to the copyrights of each of the Copyrighted Works. As provided by 17 U.S.C. § 106, AP has the exclusive right to reproduce, redistribute, display, and prepare derivative works from the Copyrighted Works.

85. As alleged above, Defendants have infringed AP's copyrights in each of the Copyrighted Works, by (i) unlawfully reproducing, transmitting, and displaying, and causing and inducing others to reproduce, transmit, and display, substantial portions of the expressions contained within the Copyrighted Works, without the permission of AP, and (ii) creating, and causing and inducing others to create, derivative works which incorporate or are based upon the expressions contained within the Copyrighted Works and reproducing, transmitting, and displaying, and causing and inducing others to reproduce, transmit, and display, such derivative works, all in violation of AP's exclusive rights under 17 U.S.C. § 106.

86. Defendants' infringements were and are willful, were and are executed with full knowledge of AP's copyrights, and were and are committed in conscious disregard for AP's exclusive rights in the Copyrighted Works.

87. AP is entitled to recover from Defendants the profits made by them from infringements of the Copyrighted Works and AP's damages therefrom, or, at AP's election, statutory damages pursuant to 17 U.S.C. § 504.

88. AP is also entitled to recover costs and attorneys' fees from Defendants pursuant to 17 U.S.C. § 505.

89. Defendants' infringements of copyright have caused, and, unless restrained by this Court, will continue to cause, irreparable injury to AP not fully compensable in monetary damages. AP is therefore entitled to a preliminary and permanent injunction enjoining Defendants from further infringements of copyright.

**THIRD CAUSE OF ACTION**  
**(Removal Or Alteration Of Copyright Management Information)**

90. AP repeats and realleges each and every allegation in Paragraphs 1 through 89 of this complaint as if fully set forth herein.

91. AP includes a credit line to AP in all of its news reports.

92. The inclusion of AP's name in all of its news reports is "copyright management information," as defined in 17 U.S.C. § 1202(c).

93. Defendants, without authority of AP or the law, have intentionally removed and/or altered and have caused and induced others to remove and/or alter copyright management information from AP news reports, including the Copyrighted Works, and have thereafter distributed said works, having reasonable grounds to know that such acts will induce, enable, facilitate or conceal an infringement of copyright under Title 17, United States Code, in violation of 17 U.S.C. § 1202(b)(1) and (3).

94. Defendants' removal or alteration of copyright management information from AP news reports, including the Copyrighted Works, and subsequent distribution of the reports,

including the Copyrighted Works, as alleged above, was and is willful and intentional, and was and is executed with full knowledge of AP's rights under copyright law, and in disregard of AP's rights.

95. AP is entitled to recover its actual damages suffered as a result of the violation and any profits of Defendants attributable to the violation and not taken into account in computing actual damages, or, at AP's election, statutory damages pursuant to 17 U.S.C. § 1203(c).

96. AP is entitled to recover costs and attorneys' fees from Defendants pursuant to 17 U.S.C. § 1203(b)(4) and (5).

97. Defendants' violations of 17 U.S.C. § 1202(b)(1) and (3) have caused, and, unless restrained by this Court, will continue to cause, irreparable injury to AP not fully compensable in monetary damages. Pursuant to 17 U.S.C. § 1203(b)(1), AP is entitled to a preliminary and permanent injunction enjoining Defendants from further such violations.

**FOURTH CAUSE OF ACTION**  
(Infringement Of Registered Trademark: 15 U.S.C. § 1114)

98. AP repeats and realleges each and every allegation in Paragraphs 1 through 97 of this complaint as if fully set forth herein.

99. AP owns valid and incontestable United States Trademark Registrations in "AP," "ASSOCIATED PRESS," and "THE ASSOCIATED PRESS," as alleged in Paragraph 43 hereof.

100. Defendants' acts, as alleged above, constitute the use in United States commerce without the consent of AP of a reproduction, counterfeit, copy, or colorable imitation of one or more of AP's registered marks in connection with the sale, offering for sale, distribution or advertising of the AHN "news service," in connection with which such use is likely to cause

confusion, or to cause mistake, or to deceive, in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114(1).

101. AP is entitled to recover Defendants' profits and three times the actual damages sustained by AP from said violations, as well as the costs of this action.

102. Defendants' violations of 15 U.S.C. § 1114(1) are willful and intentional and render this case "exceptional" within the meaning of 15 U.S.C. § 1117(a). AP is therefore entitled to recover its reasonable attorneys' fees incurred in this action.

103. Defendants' violations of 15 U.S.C. § 1114(1) have caused, and, unless restrained by this Court, will continue to cause, irreparable injury to AP not fully compensable in monetary damages. AP is entitled to a preliminary and permanent injunction enjoining Defendants from further violations thereof.

**FIFTH CAUSE OF ACTION**  
(Violation of 15 U.S.C. § 1125(a))

104. AP repeats and realleges each and every allegation in Paragraphs 1 through 103 of this complaint as if fully set forth herein.

105. As alleged above, Defendants falsely and misleadingly represent to AHN customers and potential customers and to Internet users, in commercial advertising and promotion, that (a) news stories supplied by AHN originate with the "news division" of AHN, when in fact AHN does no original reporting and the stories carried on the AHN "news service" are copied or rewritten from AP and other third-party news reports published on the Internet, and (b) that AHN has permission to commercially republish and redistribute reports from AP, when in fact AHN has had no such permission since March 31, 2005. Defendants also misleadingly conceal the actual origin of the news carried on the AHN "news service" by systematically

deleting information from the original reports that identify AP and other legitimate news services as the sources of the information.

106. These false and misleading representations and concealments are material to the decisions of customers and potential customers to purchase the AHN "news service" rather than AP's news services. Because, as alleged above, AHN maintains no journalistic infrastructure, it has a very low cost of doing business. Thus, it can offer its "news service" to customers at a price that is lower than AP can offer its news service to the same customer. A customer which believes it can purchase the same high-quality AP news reports from AHN at a price that is lower than AP can offer the same news reports is likely to purchase from AHN rather than AP.

107. Defendants sell the AHN "news service" in interstate commerce and the AHN Web Site is available to users throughout the United States.

108. Defendants' false and misleading descriptions and representations of fact and false designations of origin in commercial advertising or promotion of the AHN "news service" misrepresent the nature, characteristics, and qualities of Defendants' services, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

109. AP is entitled to recover Defendants' profits and three times the actual damages sustained by AP from said violations, as well as the costs of this action.

110. Defendants' violations of 15 U.S.C. § 1125(a) are willful and intentional and render this case "exceptional" within the meaning of 15 U.S.C. § 1117(a). AP is therefore entitled to recover its reasonable attorneys' fees incurred in this action.

111. Defendants' violations of 15 U.S.C. § 1125(a) have caused, and, unless restrained by this Court, will continue to cause, irreparable injury to AP not fully compensable in monetary damages. AP is entitled to a preliminary and permanent injunction enjoining Defendants from further violations thereof.

**SIXTH CAUSE OF ACTION**  
**(Unfair Competition Under New York Common Law)**

112. AP repeats and realleges each and every allegation in Paragraphs 1 through 111 of this complaint as if fully set forth herein.

113. Defendants' (1) false and misleading representations to customers and potential customers that AHN is legally permitted to receive, transmit, rewrite, republish, and display news content from AP and to license customers of AHN to receive, transmit, rewrite, republish and display such content, and (2) concealment from customers and potential customers of the fact that AHN maintains no real reporting staff and that many of the news stories carried on the AHN "news service" are copied or paraphrased from AP stories, constitute unfair competition in violation of AP's rights under New York common law.

114. AP has been damaged by such acts of unfair competition.

115. As alleged above, Defendants have acted in bad faith, maliciously, willfully, wantonly, and without due regard for AP's rights.

116. AP is entitled to recover compensatory damages and punitive damages, in an amount to be determined at trial, for Defendants' acts of unfair competition.

117. Defendants' acts of unfair competition are causing, and, unless restrained by this Court, will continue to cause, irreparable injury to AP that is not fully compensable in monetary damages. AP is entitled to a preliminary and permanent injunction enjoining Defendants from further acts of unfair competition.

**SEVENTH CAUSE OF ACTION**  
**(Breaches Of Contract)**

118. AP repeats and realleges each and every allegation in Paragraphs 1 through 117 of this complaint as if fully set forth herein.

119. There is due and owing to AP from AHN, under the Contract, an unpaid balance of \$4,198.84, plus contractual interest on the unpaid balance at the lower of one percent per month or the maximum rate permitted by law, from March 31, 2005, which AHN has failed and refused to pay, despite due demand therefor.

120. On information and belief, the terms of service of the Web sites from which AHN Writers, acting under the direction or control of Defendants, copy and paraphrase AP stories, provide, as a contractual condition for use of those Web sites, that the AP material on the Web sites may not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Use of such Web sites by users constitutes assent to this contractual condition.

121. AP is an intended third-party beneficiary of this contractual condition.

122. On information and belief, Defendants are or should be aware of this contractual condition and are bound thereby.

123. By directing AHN Writers to copy and rewrite AP stories carried on such Web sites, and by thereafter publishing, broadcasting, rewriting for broadcast or publication and redistributing such AP stories directly or indirectly, without the consent of AP, Defendants have breached this contractual condition, to AP's damage.

124. AP is entitled to recover compensatory damages for such breaches, in an amount to be determined at trial.

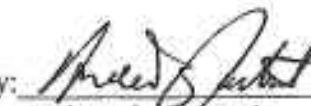
125. Defendants' breaches of contract are causing, and, unless restrained by this Court, will continue to cause, irreparable injury to AP that is not fully compensable in monetary damages. AP is entitled to a preliminary and permanent injunction enjoining Defendants from further breaches of contract.

WHEREFORE, AP demands judgment against Defendants as follows:

- a. Preliminarily and permanently restraining Defendants from (i) misappropriating AP's "hot-news" content; (ii) infringing AP's copyrights; (iii) removing or altering AP's copyright management information; (iv) infringing AP's registered trademarks; (v) violating Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (vi) committing further acts of unfair competition against AP; and (vii) committing further breaches of contract regarding the publishing, broadcasting, rewriting for broadcast or publication and redistributing AP material directly or indirectly, without the consent of AP;
- b. Ordering Defendants to delete all copyrighted materials owned by AP and AP news reports from computers under Defendants' control;
- c. Awarding AP its actual damages (with respect to the First, Second, Third, Sixth and Seventh Causes of Action) and three times its actual damages (with respect to the Fourth and Fifth Causes of Action), in an amount to be determined at trial;
- d. Awarding AP the profits made by Defendants attributable to their violations to the extent not taken into account in computing AP's actual damages;
- e. Awarding AP, on its First and Sixth Causes of Action, punitive damages, in an amount to be determined at trial;
- f. Awarding AP its costs of this action, including reasonable attorneys' fees;
- g. Directing Defendants to file with this Court within 30 days after the entry of final judgment a written statement, under oath, setting forth in detail the manner in which they have complied with the Judgment of the Court; and
- h. Awarding AP such other and further relief which this Court deems just, proper and equitable.

Dated: New York, New York  
April 11, 2008

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## AJR Features



From AJR, December/January 2008

## Covering the World

*As U.S. news organizations have backed away from foreign news coverage, the Associated Press' international report has become increasingly vital.*

By Sherry Ricchiardi

Sherry Ricchiardi (sricchiard@iupui.edu) is an AJR senior contributing writer.

The elevator transported the visitor from the gray squalor of Jakarta into a bygone era: a bustling news bureau with seasoned foreign correspondents, photographers, a TV camera crew and a network of stringers. The only thing missing was the clatter of the Teletype machine.

A sign in the hallway read, "The Associated Press."

Inside the cavernous newsroom, littered with stacks of newspapers, reporters' notebooks and a supply of junk food, news editor Chris Brummitt stood out among the other journalists. He sat in a cubicle, barefoot, with a gold crown on his head, compliments of a local Burger King.

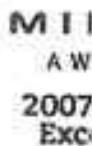
A veteran of seven years in Indonesia for the AP, Brummitt represents a vanishing breed: a foreign correspondent assigned to a country for a prolonged period, with expertise in the local language, culture, history and customs. "When it comes to covering terrorism, there probably is nobody better than Chris. He has great contacts," says his boss, Robin McDowell, who oversees the bureau, located on the 14th floor of the Deutsche Bank Building in the heart of Jakarta's business

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district.

In a corner office, the panoramic view dimmed by a haze of yellowish smog, McDowell awaited a 2 p.m. conference call with her counterparts in Bangkok and Manila to plan coverage of the fifth anniversary of the October 12, 2002, bombing on the Indonesian island of Bali, which killed 202 people and was linked to al Qaeda.

During the discussion, it was decided Brummitt would take the lead for a piece on the status of terrorism in Southeast Asia. It was September 18, three weeks before deadline.

By the time he filed on October 11, the reporter had unearthed a surprising angle. For the lead, he wrote: "Indonesia's anti-terrorism chief was relaxed as he mingled with the guests on his lawn. Muslim hard-liners swapped tales of al Qaeda training camps in Afghanistan and the Philippines. Convicted Bali nightclub bombers feasted on kebabs" (Story).

Brummitt told how convicted terrorists, including one who planned and carried out the Bali bombing, had been temporarily released from prison to attend the party. The host wasn't in cahoots with the killers – the former militants were being recruited to join an anti-terrorist campaign as informants.

AP correspondents in the Philippines, Singapore and Malaysia contributed to the story, which documented how al Qaeda had been beaten back in Southeast Asia in the years since the Bali attack. There was an interactive online graphic showing how the threat of terrorism had diminished, together with photos of the event.

The Jakarta bureau has become a showcase for the AP's expanded global reach and redefined newsgathering model: collaborative journalism across borders, linking news to a larger picture, presented online in a multimedia format.

For years, the AP has been flying in the face of a prevailing industry trend. While others are pulling out of foreign locales, the wire service has made worldwide expansion part of a master plan for future growth. To lead that effort, a new division, AP International, was established in 2003.

McDowell, in her third year as bureau chief, keeps tabs on who is reporting in her territory. The AP, she says, represents the largest American media operation in Indonesia, home to the world's largest Muslim population and fourth in the number of people behind only China, India and the United States.

The bureau has six full-time reporters, three photographers, three Associated Press Television News staffers and dozens of stringers all over Indonesia, from Papua in the east to Banda Aceh in the west.

Other stalwarts – the New York Times, Washington Post and Los Angeles Times among them –

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maintain a presence in the region, but not with the AP's strength.

Back home, foreign bureaus continue to fall like dominoes. The Boston Globe closed the last of its three international offices in Berlin, Bogotá and Jerusalem earlier this year. The Baltimore Sun plans to shut down South Africa and Russia by the end of 2007 and already has left China. For TV networks, the modus operandi long has been to parachute in for short stints to report high impact stories (although ABC recently opened seven one-person foreign outposts).

A February 2007 story in *Global Journalist*, a publication of the Vienna-based International Press Institute, declared, "The era of the foreign bureau is close to over. Will the foreign correspondent be the next to go?"

**I**n the world of international journalism, the AP is an anomaly.

After four years of delicate negotiations, the wire service became the first Western news organization to establish a full-time office in xenophobic North Korea. Associated Press Television News set up in the capital, Pyongyang, in May 2006. When devastating floods struck earlier this year, APTN moved exclusive footage of the devastation inside the reclusive Communist country.

According to AP President and CEO Tom Curley, the wire service has doubled its reporting power in China, opening a new bureau in Beijing's central business district and an office in the heavily industrial area of Guangzhou in southern China. The AP recently was granted permission to open a bureau in Saudi Arabia, Curley says.

The wire service, a cooperative owned by its 1,500 daily newspaper members, staffs offices in the remote Himalayan kingdom of Nepal, where Maoists have been fighting for control (see "Online Opposition," April/May 2006), and in Sri Lanka, a country ravaged by ethnic violence. The star of the overseas operations is the Baghdad bureau, with some 200 staffers and stringers roaming war-scarred Iraq at any given time. (See "'Groundhog Day' in Baghdad")

The AP family tree branches out to 243 bureaus in 97 countries, serving news outlets with a potential to reach 1 billion people a day. Those numbers make the wire service the world's largest and most expensive newsgathering operation, says Rick Edmonds, a media business analyst at the Poynter Institute.

Case in point: The wire service is investing millions to upgrade communications among bureaus worldwide, according to senior deputy international editor Steven Komarow. The emphasis is on high-speed data links and faster portable satellite phones.

Edmonds gives the AP high marks for having a presence where few others do. "We look at [the AP] through the lens of what we see in our papers in the United States, but a very substantial portion of their business is foreign clients," and that helps pay the bills for the bureaus, he says.

James F. Smith, a former foreign editor for the Boston Globe, once monitored AP overseas copy as part of his job and has witnessed the evolution from breaking news, which remains the wire service's bread and butter, to more sophisticated journalism. "I have watched AP's international coverage improve in depth, context and scope," says Smith, who became the Globe's national political editor in March. "I know they have made a concerted effort in recent years to tremendously improve the reach of their stories, not just the political, but also more culture and economic stories. They are providing a very valuable service."

John Schidlovsky, director of the International Reporting Project at Johns Hopkins University in Washington, D.C., sees the AP taking a larger, more important role on the world stage. "I think that's definitely going to be the trend," says Schidlovsky, the Baltimore Sun's Beijing bureau chief in the late 1980s.

He has little time for editors who shrug off foreign news by saying that readers can find anything they want on the Internet. "How many general readers actually spend time looking for news about Turkey or Botswana or Peru? Most people don't know how to find it or don't take the time to," says Schidlovsky, whose project promotes reporting from abroad. "The mainstream news organizations still have an obligation to educate the public about important international news."

At the AP, the mandate to expand global coverage comes directly from the top.

At 9 a.m. on August 21, Tom Curley was waiting outside his office on the 16th floor of AP headquarters, located on the west side of Manhattan near Penn Station, to extend a greeting and begin a conversation about changes the AP is making to accommodate 21st century markets and technologies.

Two levels below, in a newsroom commonly described as the size of two football fields, international editors were scanning news alerts from around the globe for a 10:30 a.m. budget meeting, where they would pitch ideas.

The gloom that has settled over the media business was nowhere in sight that morning. Instead, Curley waxed eloquent about the challenges and promise of a new era. Nurturing foreign markets was high on his list.

"Newspapers [in the United States] are 30 percent of AP's revenues. So I've got to worry about the other 70 percent as well, and above all, I think the responsibility is to maintain, if not enhance, what AP does around the world," Curley says. "Some see the markets as closed markets. Every time we look at the markets, we see more opportunities."

Revenue from Google, Yahoo! and other Web sites totals about 15 percent and is growing. The spring/summer 2007 AP World Report trumpets the fact that the AP supplies news content for every platform, from podcasts to long-form explanatory journalism, with a growing emphasis on video and multimedia.

What challenges does that pose to a workhorse wire service, founded in 1846 when New York newspaper publishers agreed to work together to report on the U.S. war with Mexico?

According to Curley, it means dramatic adjustments, fundamentally changing how the AP works. It means everything from stressing multi-media to expanding the depth and the reach of AP journalism. "What we see are opportunities to do some things differently. How to be more efficient and move stories faster will require consistency and a massive training effort... It is going to be hard, hard work, but there is a big upside," says the CEO, who began his career at 15 covering high school basketball and went on to become publisher of USA Today.

"We're trying to get everybody relaxed a little bit," he says. "We all are going to go to school; we all are going to go to class. So far, the embrace has been warm. I'm not going to say it's 100 percent, but we're looking at the high 80s who support the training initiative."

Kathleen Carroll, the AP's executive editor, has been charged with instituting many of the high-profile innovations. And while Carroll jokes that "we're not going to mount a camera on everybody's head," employees do face a learning curve as the agency works to augment its online presence.

She makes a strong pitch for AP correspondents to do more analysis in their stories and collaborate across borders to piece together the big picture behind the spot news. A prime example: On April 3, AP reporters broke a story about CIA and FBI agents interrogating terrorism suspects held at secret prisons in Ethiopia, a country notorious for torture. AP staffers in Nairobi, Kenya; Stockholm, Sweden; Tinton Falls, New Jersey; and Washington, D.C., contributed to the report.

Carroll preaches the gospel of seizing opportunity. "People crave information, they need it. We think about our mandate, we talk about it. We're providing information to a billion people a day around the world – information that helps them make decisions they need to make."

Carroll instantly becomes pensive at the mention of Iraq. She worries about the safety of the 200 staffers and stringers there; when she wakes up at 3 a.m., as she often does, she is apt to check in with Baghdad on her Treo.

**T**wo recent changes directly relate to that operation. In April, Brian Murphy, a former religion writer, was appointed to a new position to oversee Iraq coverage from the New York City headquarters. Murphy, who has covered the wars in Iraq and Afghanistan for the AP, is in constant contact with the Baghdad bureau by telephone and e-mail.

And Curley is on the hunt for a security czar, a highly experienced professional with strong international ties, to counsel the wire service on safety in dangerous venues. Curley realized he needed such an expert when a consultant hired to review the Baghdad operation reported there were no sandbags around propane tanks. If a rocket had hit, the area would have exploded in flames. Once Curley heard that, "I knew we needed special help; that was the last straw."

Iraq is the flagship of the AP's overseas operations. During a luncheon at the Associated Press Managing Editors convention in Washington, D.C., on October 4, a dining room full of journalists fell silent as a gigantic screen lit up and AP Baghdad Bureau Chief Steve Hurst began conducting a tour of his operation via satellite link.

Hurst was then joined by three of his staff to take questions. At the end, there was thunderous applause as four weary faces stared out from one of the deadliest spots in the world for the press. The watchdog group Committee to Protect Journalists reports 123 media professionals and 41 support workers had been killed as of early November, the majority of them Iraqis. AP's losses follow the pattern, with six employees, all Iraqis, killed in the Iraq war.

Three, says Carroll, were murdered because they were on the job; reasons for the other three deaths remain a mystery. In another painful episode for the AP, contract photographer Bilal Hussein was taken into custody by U.S. Marines on April 12, 2006, and remains in prison without charges. The AP has pushed hard for military officials to free him or put him on trial. Hussein was part of the AP's 2005 Pulitzer Prize-winning photo team. (See "Behind Bars," December 2006/January 2007, and Drop Cap, August/September.)

During an exchange of e-mails in September, Hurst and Robert Reid, who travels to Iraq from Amman, Jordan, where he is an AP correspondent at large, described the formidable challenges of chronicling a conflict where journalists are targets.

On any given day, the bureau has more than 75 people covering the story in Baghdad alone, says Hurst. That includes reporters, photographers, security personnel, translators and TV camera operators. Numerous stringers operate countrywide.

Hurst, who served as AP bureau chief in Moscow during the Cold War, says it's critical for correspondents to both unearth all the details of spot events and add the context to elucidate their significance. A series of stories by reporter Ryan Lenz is an example of what he means.

Lenz, on temporary assignment in Iraq, broke news of an investigation into an alleged rape and murders by U.S. troops in a highly volatile area south of Baghdad. He won APME's top award for enterprise reporting this year and high praise from the judges, who noted Lenz "scored another major scoop by obtaining medical records showing the alleged ringleader had been diagnosed as a homicidal threat by a mental health team three months before the attack, but was allowed to remain on duty."

The AP has also scored other firsts. A 2006 AP annual report noted that APTN was first to broadcast the death of most-wanted terrorist Abu Musab al-Zarqawi, including footage from the scene where he was killed, and the first to release images of the execution of Saddam Hussein.

"Iraq is violent and shattered," Hurst says. "Now, while staying abreast of outrageous violence, we try to keep ahead of the story by watching carefully for political, military and societal changes that might give a better picture of the future of the country. We watch for trends and change of

focus." Western journalists face grave danger whenever they venture out, says Hurst, because insurgents and militias view them as part of the occupation structure. Iraqi journalists, especially those working for American news organizations, are seen as spies or collaborators. (See "Out of Reach," April/May 2006, and "Obstructed View," April/May 2007.)

Reid began reporting on conflicts for the AP in 1969; his assignments have included the Soviet invasion of Afghanistan and the Iranian revolution. He believes the dwindling number of boots on the ground seriously limits the public's understanding of what is transpiring in Iraq.

"Iraq is like the proverbial elephant and the blind men; reality is quite different from place to place," he says. "Ideally, there should be journalists reporting regularly from Kurdistan, Mosul, Tikrit, Anbar, Najaf and Basra. Only then could one get a complete picture of this very complex country. But they simply are not there. And therefore, the picture of what is happening here in Iraq is incomplete."

Reid relishes a heyday when American correspondents were covering the world in much larger numbers. In one message he shared his memories of a popular Iranian hotel bar he frequented during the revolution: "Every night the place was jammed – with reporters, photographers, television crews. There were not only reporters from the biggest organizations such as AP, Reuters and the New York Times, but also from newsmagazines, regional newspapers, European publications. Some stayed through the whole uprising, some only for a few weeks. But they were there and in large numbers.

"We all talked shop and debriefed one another. I sometimes thought I learned as much from my colleagues as I did in the street... Bouncing ideas helped broaden our understanding of that complex story. I miss that here."

**A**lthough the crowd applauded wildly in appreciation of the Baghdad staff during the APME luncheon, many editors in the room that day have a meager appetite for international news. Instead, the mantra "local, local, local" resonated throughout the conference as many news managers see community news as their main franchise – and the key to survival.

Scott Angus, editor of Wisconsin's Janesville Gazette, circulation 22,000, doesn't see overseas news as a key part of the paper's repertoire. "You have to focus on what you can do better than anyone else. What we can do best is cover Janesville, Wisconsin. Nobody can touch us when it comes to covering our community. It's not even a close call," says Angus, who recently finished a six-year term on the APME board.

He makes no excuses for pulling back on world events. "What we're reducing is something people can get in many other places. They don't need to read the Janesville Gazette to get the latest news out of Iraq or Washington... We realize anybody can Google that and get 1,000 stories from 1,000 places."

Angus expects to pay the wire service more than \$100,000 this year out of an operating budget of

about \$2 million. He says he would like to see the AP "be smarter about having us pay more specifically for what we use and make it more reasonable for papers like ours." Angus plans a nearly one-third reduction of the newshole for wire copy in his newspaper, and says, "We'll be less willing to pay the same amount in the same way."

During remarks at the AP's annual meeting on May 7, Curley acknowledged, "Some members do not want to pay for AP content they don't use. We can restructure a portion of newspaper assessments to accommodate that."

On October 10, the AP announced the creation of Member Choice, a new packaging and pricing plan that will allow members to pay a basic assessment for access to all AP state, national and international breaking news. Using a Web-based AP Exchange delivery platform, newspapers can search this broader pool of content to find the stories that are most locally meaningful, the wire service explained in a press release.

For additional fees, members will be able to buy premium services featuring in-depth content in news analysis, business, sports, entertainment and lifestyle. For the first time, members will be able to buy these stories à la carte. The new pricing system is scheduled to take effect January 1, 2009, giving editors like Angus more control over what they pay.

Mark Bowden, editor of the 60,000-circulation Cedar Rapids Gazette, sees foreign news differently than Angus. He pegs use of international stories to "local relevancy." His community has a sizable Muslim population, a strong foreign business presence and men and women from Iowa's National Guard serving in Iraq.

"Our eyes are always on the horizon looking at international coverage for those key local connections," says Bowden. The editor notes that when Israeli forces and Hezbollah clashed in southern Lebanon in 2006, some Cedar Rapids residents were vacationing and visiting relatives there. "That became an incredibly local story for us," says Bowden, an APME board member.

He recalls times at past APME conferences when the AP staff would present a dramatic slide show spotlighting important global coverage. "People from the smaller markets would sit there, scratching their heads and thinking, 'That's great and wonderful, but what about the news out of Peoria?'"

Rick Hall, managing editor of the 75,000-circulation Deseret Morning News in Salt Lake City, says he is torn about subsidizing the AP's foreign coverage when his paper doesn't use as much of it.

Hall was present at the APME session with the Baghdad staff. "Nobody mentioned the costs, but it was clear the extent AP was going through to cover the story. It's horribly expensive, and bless AP for being there... We don't use as much international as we did 20 years ago, but I'm not so sure it's a bad thing that we help pay for that."

That said, he adds, "There's no question [local news] is our franchise, and I heard the same thing from many other editors at APME."

In mid-October, there was another sign of the times: The South Florida Sun-Sentinel announced that it was eliminating its national/foreign desk so the staff could help "emphasize local, useful, and helpful content across the newsroom."

Will that attitude pose a problem as the AP moves deeper into foreign territory? John Daniszewski, who oversees the AP's international operations, remains undaunted. Like his bosses, he sees new markets opening beyond North America's borders, and he has unabashed faith in his correspondents. Part of the challenge for everyone, he says, is adjusting to the Internet age.

"We have to do a lot of internal training and try to get people to think out of the box to make AP better. We are trying to adjust to a new environment, like everyone else in the industry," says Daniszewski. "Keeping our people safe is a major part of the job. Ten to 20 years ago, journalists were widely respected as neutral. Unfortunately, now, in many places in the world, journalists are targets."

During the many phases of retooling, not all of the AP's experiments have been successful. One of the biggest disappointments was asap, a venture designed to tap into a younger audience. In July the AP announced the closing of the two-year-old multimedia service, saying it had failed to gain enough traction with clients.

There also was a pricing debacle. Plans were announced during the AP's April 2005 annual meeting to begin charging newspapers and broadcast clients for using AP content on their Web sites. It had been free until then.

Some saw this as a move toward reinventing the AP as a digital cooperative. An article on Online Journalism Review later that month called it an "act of self-destruction" that ignored the powerful trend of unpaid information "sweeping paid information off the media beach." The AP backed off.

Not everyone has embraced changes in the international operation. The juggling has left some employees disgruntled over forced moves, and there have been complaints about longtime staffers being let go during the reshuffling. The transformation is far from over.

In June, Deborah Seward, a former AP international editor, returned from Radio Free Europe/Radio Liberty to become the wire service's special international editor for innovation, training and restructuring. Her mandate is to work with bureaus to develop a more online-oriented international news product. That means a greater emphasis on convergence journalism, a multiplatform approach to presenting information.

Executive Editor Carroll sets the tone for change in content. She pushes correspondents for richer

storytelling, more analysis, expanded lifestyle and entertainment coverage, a far cry from the AP's traditional forte, breaking news. Carroll knows exactly what she's looking for.

"It's that slice, that horizontal slice, which really tells you as much about the rest of the world as anything else. You get to look at it, you get to smell it, you get to taste it," she said during an interview in her office. She turned to her computer and called up a package by Tim Sullivan, the New Delhi bureau chief.

The main piece dealt with an economically bereft region in northeast India, transformed by producing a boutique crop declared by the Guinness Book of Records to be the world's hottest chili pepper. There was also a slideshow along with Sullivan's first-person account of eating the thumb-size red pepper that left his tongue feeling "as if it had been scrubbed with a wire brush." A video of the taste testing was posted online. Convergence journalism at its best?

Carroll had a different definition in mind. "That's not a word that we use very much around the newsroom," she says. "What we're really talking about is harnessing the power of AP journalists to kick ass. That's the way we think about it: to win in all formats and in all locations."

*Senior contributing writer Sherry Ricchiardi (sricchia@iupui.edu) wrote about photojournalism's credibility challenge in AJR's August/September issue.*

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A publication of the University of Maryland Foundation with offices in the Philip Merrill College of Journalism at the University of Maryland

**EXHIBIT 2**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

TX 6-814-000

Effective date of registration:

November 20, 2007

### Title

Title of Work: Associated Press Print and Broadcast News Wires for September 28, 2007

### Completion/Publication

Year of Completion: 2007

Date of 1st Publication: September 28, 2007

Nation of 1st Publication: United States

### Author

Author: The Associated Press

Author Created: Original authorship of news articles; rewriting, editing & expanding previously published news articles; selection and arrangement of news articles

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

### Copyright claimant

Copyright Claimant: The Associated Press

430 West 33rd Street, New York, NY 10001

### Limitation of copyright claim

Material excluded from this claim: Some AP articles are based on previously published news reports from AP members under license from those members

Previously registered: No

New material included in claim: For articles based on news reports from AP members, AP has compiled, selected and arranged textual material, added additional expressive editorial content and textual material and rewritten, expanded and edited the members' news reports.

### Certification

**Name:** Andrew L. Deutsch

**Date:** November 19, 2007

---

IPN#:



\* \*

Registration #:



\* TX0006814000\*

Service Request #: I-20563499

DLA Piper US LLP  
Attn: Andrew L. Deutsch, Esq.  
1251 Avenue of the Americas  
New York, NY 10020-1104

**EXHIBIT 3**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

TX 6-814-030

Effective date of registration:

November 20, 2007

**Title**

Title of Work: Associated Press Print and Broadcast News Wires for September 29, 2007

**Completion/Publication**

Year of Completion: 2007

Date of 1st Publication: September 29, 2007

Nation of 1st Publication: United States

**Author**

Author: The Associated Press

Author Created: Original authorship of news articles; rewriting, editing & expanding previously published news articles; selection and arrangement of news articles

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

**Copyright claimant**

Copyright Claimant: The Associated Press

450 West 33rd Street, New York, NY 10001

**Limitation of copyright claim**

Material excluded from this claim: Some AP articles are based on previously published news reports from AP members under license from those members.

Previously registered: No

New material included in claim: For articles based on news reports from AP members, AP has compiled, selected and arranged textual material, added additional expressive editorial content and textual material and rewritten, expanded and edited the members' news reports.

**Certification**

Name: Andrew L. Deutsch

Date: November 19, 2007

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IPN#:



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Registration #:



\* TX0006814030 \*

Service Request #: 1-20563572

DLA Piper US LLP  
Andrew L. Deutsch, Esq.  
1251 Avenue of the Americas  
New York, NY 10020-1104

**EXHIBIT 4**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Register of Copyrights, United States of America

Registration Number:

TX 6-814-026

Effective date of  
registration:

November 20, 2007

### Title

Title of Work: Associated Press and Print and Broadcast News Wires for September 30, 2007

### Completion/Publication

Year of Completion: 2007

Date of 1st Publication: September 30, 2007

Nation of 1st Publication: United States

### Author

Author: The Associated Press

Author Created: Original authorship of news articles; rewriting, editing & expanding previously published news articles; selection and arrangement of news articles

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

### Copyright claimant

Copyright Claimant: The Associated Press

450 West 33rd Street, New York, NY 10001

### Limitation of copyright claim

Material excluded from this claim: Some AP articles are based on previously published news reports from AP members under license from those members.

Previously registered: No

New material included in claim: For articles based on news reports from AP members, AP has compiled, selected and arranged textual material, added additional expressive editorial content and textual material and rewritten, expanded and edited the members' news reports.

### Certification

Name: Andrew L. Deutsch

Date: November 19, 2007

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IPN#:



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Registration #:



\* TX0006814026 \*

Service Request #: 1-20563601

DEA Piper US LLP  
Andrew L. Deutsch  
1251 Avenue of the Americas  
New York, NY 10020-1104

**EXHIBIT 5**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number:

TX 6-814-023

Register of Copyrights, United States of America

Effective date of  
registration:

November 20, 2007

**Title**

Title of Work: Associated Press Print and Broadcast News Wires for October 11, 2007

**Completion/Publication**

Year of Completion: 2007

Date of 1st Publication: October 11, 2007

Nation of 1st Publication: United States

**Author**

Author: The Associated Press

Author Created: Original authorship of news articles; rewriting, editing &amp; expanding previously published news articles; selection and arrangement of news articles

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

**Copyright claimant**

Copyright Claimant: The Associated Press

450 West 33rd Street, New York, NY 10001

**Limitation of copyright claim**

Material excluded from this claim: Some AP articles are based on previously published news reports from AP members under license from those members.

Previously registered: No

New material included in claim: For articles based on news reports from AP members, AP has compiled, selected and arranged textual material, added additional expressive editorial content and textual material and rewritten, expanded and edited the members' news reports.

**Certification**

Name: Andrew L. Deutsch

Date: November 19, 2007

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IPN#:



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Registration #:



\* TX 0006814023 \*

Service Request #: 1-20563620

DLA Piper US LLP  
Andrew L. Deutsch, Esq.  
1251 Avenue of the Americas  
New York, NY 10020-1104

**EXHIBIT 6**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

TX 6-814-009

Effective date of registration:

November 20, 2007

### Title

Title of Work: Associated Press Print and Broadcast News Wires for October 15, 2007

### Completion/ Publication

Year of Completion: 2007

Date of 1st Publication: October 15, 2007

Nation of 1st Publication: United States

### Author

Author: The Associated Press

Author Created: Original authorship of news articles, rewriting, editing & expanding previously published news articles; selection and arrangement of news articles

Work made for hire: Yes

Domiciled In: United States

Anonymous: No

Pseudonymous: No

### Copyright claimant

Copyright Claimant: The Associated Press

450 West 33rd Street, New York, NY 10001

### Limitation of copyright claim

Material excluded from this claim: Some AP articles are based on previously published news reports from AP members under license from those members

Previously registered: No

New material included in claim: For articles based on news reports from AP members, AP has compiled, selected and arranged textual material, added additional expressive editorial content and textual material and rewritten, expanded and edited the members' news reports.

### Certification

**Name:** Andrew L. Deutsch

**Date:** November 19, 2007

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IPN#:



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Registration #:



\* TX 0006814009 \*

Service Request #: I-20563649

DLA Piper US LLP  
Andrew L. Deutsch, Esq.  
1251 Avenue of the Americas  
New York, NY 10020-1104

**EXHIBIT 7**

# United States Patent Office

755,564  
Registered Aug. 27, 1963

## PRINCIPAL REGISTER Trademark

Ser. No. 163,922, filed Mar. 5, 1963

AP

The Associated Press (New York corporation)  
50 Rockefeller Plaza  
New York 20, N.Y.

For: NEWS REPORTS AND NEWS DISPATCHES,  
in CLASS 38.  
First use Apr. 26, 1917; in commerce Apr. 26, 1917.  
Owner of Reg. Nos. 401,258 and 608,647.

**EXHIBIT 8**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 104

United States Patent and Trademark Office

Reg. No. 1,287,428

Registered Jul. 24, 1984

**SERVICE MARK**  
Principal Register

**AP**

The Associated Press (New York corporation)  
50 Rockefeller Plz.  
New York, N.Y. 10020

For: NEWS AGENCY SERVICES PROVIDING NEWS REPORTS, PHOTOGRAPHS, DISPATCHES, NEWSPAPER FEATURES, BROADCAST FEATURES AND PRESS RELEASES, in CLASS 42 (U.S. Cls. 100 and 104).

First use Apr. 26, 1917; in commerce Apr. 26, 1917.

Owner of U.S. Reg. Nos. 816,068, 1,234,025 and others.

Ser. No. 408,498, filed Jan. 7, 1983.

MARY I. SPARROW, Examining Attorney

**EXHIBIT 9**

Int. Cl.: 42

Prior U.S. Cl.: 100

**United States Patent and Trademark Office**

Reg. No. 1,336,023

Registered May 14, 1985

**SERVICE MARK  
PRINCIPAL REGISTER**

**ASSOCIATED PRESS**

ASSOCIATED PRESS, THE (NEW YORK CORPORATION)  
50 ROCKEFELLER PLZ.  
NEW YORK, NY 10020

FOR: NEWS AGENCY SERVICES PROVIDING NEWS REPORTS, PHOTOGRAPH, DISPATCH, NEWSPAPER FEATURES, BROADCAST FEATURES AND PRESS RELEASES, IN CLASS 42 (U.S. CL. 100).

FIRST USE 0-0-1848, IN COMMERCE 0-0-1848.

OWNER OF U.S. REG. NO. 411,547 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PRESS", APART FROM THE MARK AS SHOWN.

SEC. 2(F) AS TO "ASSOCIATED".

SER. NO. 408,855, FILED 1-10-1983.

JAMES H. JOHNSON, EXAMINING ATTORNEY

**EXHIBIT 10**

Registered Jan. 23, 1945

Trade-Mark 411,547

Republished, under the Act of 1946, Nov. 7, 1950, by  
The Associated Press, New York, N. Y.

## UNITED STATES PATENT OFFICE

The Associated Press, New York, N. Y.

Act of February 20, 1905

Application January 10, 1944, Serial No. 466,422

*The Associated Press*

### STATEMENT

*To the Commissioner of Patents:*

The Associated Press, a corporation duly organized and existing under the laws of the State of New York, located and doing business at No. 50 Rockefeller Plaza, in the city of New York, county of New York, and State of New York, has adopted and used the trade-mark shown in the accompanying drawing, for NEWS STORIES AND NEWS PHOTOGRAPHS, in Class 36, Prints and publications, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905, as amended. The trade-mark has been continuously used and applied to said goods in applicant's business since 1840. The trade-mark is applied or affixed to the goods, or to the packages containing the same, by means of a

label or wrapper bearing the mark, or by printing or impressing the mark thereon, and in divers other ways. No claim is made to the word "Press" apart from the mark as shown; however, applicant reserves all common law rights thereto.

The undersigned hereby appoints the firm of Mason, Fenwick & Lawrence, of 726 Woodward Bldg., 15th and H Streets, N. W., Washington, D. C., (Edward G. Fenwick and Charles R. Fenwick constituting said firm), registered attorneys, No. 392, its attorneys, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments thereto, to sign its name to the drawing, and to transact all business in the United States Patent Office connected therewith.

THE ASSOCIATED PRESS,  
By FRANK J. STARZEL,  
Assistant Secretary.

**EXHIBIT 11**

### AP DIGITAL CURRENT NEWS LICENSE AGREEMENT

This CURRENT NEWS LICENSE AGREEMENT (this "Agreement") dated as of December 1, 2003, and made in New York, New York, between PRESS ASSOCIATION, INC. ("PA"), a wholly owned subsidiary of The Associated Press ("AP"), a New York corporation with offices at 50 Rockefeller Plaza, New York, New York 10020, and AmeriClicks, Inc., ("SUBSCRIBER"), a Florida corporation with offices at 922a Honey Tree Lane, Wellington, FL, 33414.

**Section 1. Definitions.** The following terms shall have the following respective meanings for all purposes of this Agreement, such meanings to be equally applicable to the singular and plural forms thereof:

- 1.1. "AP Member" shall mean a member or associate member of AP, or any person that controls, is controlled by or is under common control with any such member or associate member, or any affiliate or related party to any member or associate member of AP.
- 1.2. "Page View" shall mean the delivery of a single Web Document to a User. A single Page View shall consist of the Web Document and all associated graphics files or other ancillary elements of such Web Document.
- 1.3. "Service" shall mean the selection of information distributed by AP and PA from the AP Online /News Brief service; as such services are modified by AP or PA from time to time. AP and PA reserve total editorial freedom to control the substance and form of the Service.
- 1.4. "SUBSCRIBER'S Interactive Service" shall mean SUBSCRIBER's electronic delivery system located on the Internet with an Internet Protocol address ("IP address") of <http://www.allheadlinenews.com>
- 1.5. "Web Document" shall mean a computer file prepared for delivery to an Internet browser, including, without limitation, ASCII documents, Hypertext Markup Language ("HTML") documents, Active Server Pages ("ASP"), Extendable Markup Language ("XML") documents and forms and any technology performing similar functions existing now, or developed in the future.
- 1.6. "Unique Visitor" shall be defined as each unique IP address used by a visitor to SUBSCRIBER'S Interactive Service as measured by Media Metrix or any other firm providing similar service chosen by PA, in its sole discretion, to measure Unique Visitors.
- 1.7. "User" shall mean anyone who accesses SUBSCRIBER'S Interactive Service.

**Section 2. Grant and Limited Scope of License.** PA hereby grants to SUBSCRIBER a non-exclusive, non-transferable limited license solely to publicly display and perform the Service to Users of SUBSCRIBER'S Interactive Service upon the terms and conditions contained in this Agreement. PA grants no rights to SUBSCRIBER to translate, modify, prepare derivative works of, or otherwise alter or edit the Service. PA shall retain all right, title and interest in and to the contents of the Service, including the contents of any translation of the Service that is expressly permitted by a provision of this Agreement, including, without limitation, all of its trademark, copyrights and other intellectual property rights.

**Section 3. Restrictions.**

- 3.1. SUBSCRIBER shall use the Service only for SUBSCRIBER'S Interactive Service and shall not use the Service or any information from the Service, on any other URL or other distribution platform, including radio, television, email, pagers, PDA, fax, or any other technology now known or later developed.
- 3.2. SUBSCRIBER shall not alter the editorial content or substance of the Service.
- 3.3. SUBSCRIBER is prohibited from (i) providing or sublicensing the Service to; (ii) co-branding pages of SUBSCRIBER'S Interactive Service containing the Service with; or (iii) permitting framing of pages of SUBSCRIBER'S Interactive Service containing the Service by, any other person, entity, third party or affiliate, including any other Internet, interactive or online service.
- 3.4. SUBSCRIBER shall not build archival files using the Service, or any portion thereof, and no individual component of the Service, or the entire Service, will be held in SUBSCRIBER's computers or stored in another medium for more than 14 days.



3.5. Upon receipt from PA or AP of a "kill," "elimination," "withheld," or "correction" directive, SUBSCRIBER will promptly process such directive, and, if applicable, replace affected material and notify Users of the changed status of the affected material. Such replacement or notification shall be conspicuous.

3.6. SUBSCRIBER shall not display any material from the Service which is slugged or otherwise identified as "on-line out" or "not for publication."

**Section 4. PA's Representations, Warranties and Covenants.** The Service shall be delivered to SUBSCRIBER's computer center at 922a Honey Tree Lane, Wellington, Florida, 33414 via the Internet. SUBSCRIBER shall be solely responsible for obtaining, installing and maintaining, at SUBSCRIBER's sole expense, such equipment and/or Internet delivery services as may be required to make use of the Service and to distribute the Service to Users as permitted by this Agreement. PA shall retain all right, title and interest in and to any and all equipment provided by PA to facilitate delivery of the Service (collectively, "Equipment"), and reserves the right to peacefully repossess the Equipment at any time upon termination of the Agreement or suspension of the Service. SUBSCRIBER shall provide PA with reasonable access to the installation site to perform installation, removal or maintenance services on the Equipment.

**Section 5. SUBSCRIBER's Representations and Warranties.** SUBSCRIBER represents and warrants that:

5.1. SUBSCRIBER shall strictly comply with all requirements contained in Schedule A; and

5.2. SUBSCRIBER shall not interfere with any copyright protection mechanism or copyright management information system, including any watermark, employed by PA.

**Section 6. Payment.** SUBSCRIBER shall pay PA the following sums:

6.1. The Fee of \$ 500.00 per month, due and payable by the 15th day of the month for which the Fee is charged. Payment of the Fee shall entitle SUBSCRIBER to 80,000 Unique Visitors per month (the "Threshold") before SUBSCRIBER shall become liable for payment of the Royalty (as further described in Section 6.2 below); and

6.2. The Royalty, which shall be \$ 0.0025 per month for every Unique Visitor, or any portion thereof each Unique Visitor surpassing the Threshold (as described in Section 6.1 above). The Royalty shall be due and payable by the 15th day after the close of the month in which the Royalty is earned.

6.3. By the 15th day after the close of each month, SUBSCRIBER shall provide PA with a report detailing the previous month's Page Views and Unique Visitors. Such monthly report shall include, for the previous month, the total number of Page Views, and the total number of Users visiting the SUBSCRIBER's Interactive Service the total number of Unique Visitors, and any other relevant information reasonably requested by PA for such report.

6.4. Any payment of the Fee or Royalty that is late shall be subject to an interest charge of the lower of one percent per month or the maximum rate permitted by law.

6.5. All payments of the Fee and/or Royalty shall be exclusive of taxes required to be charged to SUBSCRIBER. SUBSCRIBER shall be responsible for the payment of all taxes incidental to the payment of the Fee and/or the Royalty other than taxes that are based upon PA's net income.

6.6. On each anniversary of the date of this Agreement, the Fee and the Royalty shall be increased by the increase in the Consumer Price Index for All Urban Consumers, New York – Northern New Jersey area (all items, not seasonally adjusted, as published by the Bureau of Labor Statistics) over the intervening 12 month period. Notice of such increases shall be given to SUBSCRIBER by PA within 45 days of such increases taking effect. Any failure of PA to so notify shall not, in any way, be considered a waiver of such increase in the Fee.

6.7. SUBSCRIBER shall maintain books and records accurately reflecting all matters affecting Royalty due to PA for at least one year. PA, by its duly authorized representatives, shall have the right, at reasonable times and upon reasonable notice to SUBSCRIBER, to inspect and audit such books and records to verify the accuracy of any statement. If any inspection shall disclose any error of whatever amount, the parties shall promptly adjust the same, and if such inspection discloses a deficiency of five percent or more, SUBSCRIBER shall pay PA all of PA's out-of-pocket costs of conducting such inspection.



Section 7. Term and Termination.

7.1. This Agreement shall take effect on December 1, 2003, or the first date upon which PA installs the means of delivering the Service at SUBSCRIBER's location specified under this Agreement, but in no event later than 60 days after December 1, 2003, and shall continue for one (1) year (the "Term"). The Term shall automatically renew for additional terms of one year, unless either party delivers to the other party written notice of termination not less than 60 days prior to the end of the then-current Term. Under no circumstances shall SUBSCRIBER's failure to use the Service, or SUBSCRIBER's inability to integrate the Service with SUBSCRIBER's equipment or services effect the start of the Term.

7.2. Upon any material breach or material default of this Agreement by either party hereto, the non-breaching party may give written notice of such breach or default to the breaching party. Unless such breach or default is cured within 30 days of such notice (or within 10 days in the case of the failure of SUBSCRIBER to pay the Fee and/or the Royalty on the dates for each such payment set forth in Section 6.1 and 6.2 above, or immediately for any violation of the license granted in 1.7 above), without limiting any other remedy available at law or equity to the non-breaching party consistent with the terms of this Agreement, the non-breaching party may terminate this Agreement by delivery of a written notice of termination at any time thereafter before such breach or default has been cured. If PA terminates this Agreement under this Section 7.2, SUBSCRIBER shall pay to PA all monthly Fees and estimated Royalties that would have been due and owing had this Agreement been in effect until the end of the then-current term, minus the actual cost of delivering the service, as reasonably estimated by PA. SUBSCRIBER acknowledges that in the event of PA's termination under this Section, the amounts due under this Section are a reasonable estimate of PA's actual loss, which is difficult to estimate precisely. SUBSCRIBER further acknowledges that these amounts will be due as liquidated damages in lieu of performance and not as a penalty.

7.3. Upon 90 days' written notice to SUBSCRIBER, PA may terminate this Agreement if PA determines that it will (i) not offer a service substantially similar to the Service or (ii) cease providing information services to any similarly situated person. Furthermore, upon 45 days' written notice to SUBSCRIBER, PA may terminate this Agreement with respect to any components of the Service if PA determines that it will not offer those components to any similarly situated person. However, nothing shall restrict PA from providing any information service to any AP Member, for any purpose.

7.4. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event of any of the following: (a) the other party ceases to function as a going concern or to conduct operations in the normal course of business, (b) the other party files a petition under any state or federal bankruptcy or insolvency law or for the appointment of a receiver, (c) the other party has a petition filed against it under any state or federal bankruptcy or insolvency law which petition has not been dismissed or set aside within 30 days of its filing, (d) the other party ceases to pay its debts as they fall due or becomes insolvent or makes a general assignment for the benefit of its creditors, or (e) if the business or property of the other party shall come into the possession of its creditors or of any governmental agency or of a receiver.

7.5. In event of a termination pursuant to this Section 7, neither party shall be liable to the other for any damages by reason of such termination. Notwithstanding the foregoing, SUBSCRIBER shall remain liable to PA for any amount due but unpaid to PA up to the date of termination. Upon any termination of this Agreement, SUBSCRIBER will immediately cease all use of any information from the Service, and shall remove, or cause to be removed, all such information from SUBSCRIBER's Interactive Service and from any permitted databases or archives were such information may be stored, filed or otherwise maintained.

7.6. Notwithstanding anything herein to the contrary, PA reserves the right to terminate this Agreement within 30 days by delivery of written notice of termination in the event PA deems that any information available on Subscriber's Interactive Service would promote violence or social instability, including, but not limited to, terrorism or any hostile actions taken against a government or political organization.

Section 8. Limitation of Liability.

8.1. PA does not guarantee the sequence, accuracy or completeness of any information in the Service and shall not be held liable in any way to SUBSCRIBER, its users, any known or unknown third parties or to any other person who may use such information or to whom such information may be furnished, or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in the

transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

8.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR ANY OTHER DAMAGES ARISING FROM OR RELATED TO THE SERVICE, REGARDLESS OF THE FORM OF ACTION WHETHER CONTRACT OR TORT.

Section 9. Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Section 10. General Provisions.

- 10.1. Neither PA nor SUBSCRIBER will be liable to the other party for any delay or default in performing their respective obligations under this Agreement due to causes beyond its reasonable control. So long as any such failure continues, the party unable to perform their obligations will keep the other party informed at all times concerning the matters causing such delay or default and the prospects for their termination.
- 10.2. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other party for any purpose whatsoever, or to grant either party any rights or authority to assume or create any obligation or responsibility, whether express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.
- 10.3. All notices required by this Agreement shall be sent in writing (by certified or registered mail, telex, overnight courier, facsimile or telegram) to PA and SUBSCRIBER at the addresses written above. All notices shall be effective upon receipt. Either party may from time to time change its address set forth above by notifying the other party of its new address in writing.
- 10.4. No forbearance by either party in enforcing any of the provisions of this Agreement and no course of dealing between the parties shall operate to prejudice either party's rights to enforce such provisions or operate as a waiver of any of either party's rights hereunder.
- 10.5. This Agreement shall be subject to all applicable present and future federal, state and local laws and regulations of the Federal Communications Commission and any other federal or state agency. Neither party shall be liable to the other for any failure to perform its obligations hereunder, except for payment of charges already owing, which results directly from such laws or regulations.
- 10.6. SUBSCRIBER agrees that all marketing, promotion and advertising of SUBSCRIBER's interactive Service or any of its other services, or any press releases in which there is reference to the Service, AP, PA or any servicemark or trademark of AP or PA, shall be subject to the prior written approval of PA before release.
- 10.7. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to the choice of law principles thereof. Each party consents to the personal jurisdiction and venue of the Federal courts sitting in The District of Columbia.
- 10.8. Any attempted Assignment by SUBSCRIBER without the express prior written consent of PA shall be void and have no effect on the rights or obligations of either party. In the event PA grants SUBSCRIBER written consent to a proposed Assignment of any of SUBSCRIBER's rights or obligations hereunder, such Assignment shall be binding upon SUBSCRIBER's successors and/or assigns.
- 10.9. The provisions of this Agreement, including any schedules, exhibits or attachments, and any written supplemental agreements hereto signed as of the date hereof constitute the entire agreement between the parties relating to the transactions contemplated herein and merge and supersede all prior discussions, agreements, and understandings of every kind and nature between them. No oral modifications or additions hereto shall be binding on either party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first written above.

For AmeriClicks, Inc.

PRESS ASSOCIATION, INC.

By:

Name: WJ Brown

Title: President - AmeriClicks, Inc.

Date: 12/4/2003

By:

Name: Jane Seagrove

Title: Director, AP Digital

Date: 10/10/03

Schedule A - Copyright Notice

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**Service to Subscriber**

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**EXHIBIT 12**



## All Headline News Corp. Announces Acquisition of AmeriClicks Search Engine

*All Headline News Corp. announced that it has acquired the AmeriClicks Search Engine (AmeriClicks.com). Terms of the deal were not disclosed.*

Wellington, FL (PRWeb) July 19, 2004 -- All Headline News Corp., a leading internet news search engine and news aggregator today announced that it has acquired the AmeriClicks Search Engine (AmeriClicks.com). Terms of the deal were not disclosed.

All Headline News Corp. is a privately held, leading news portal and aggregator of news and headlines. Their systems search and index thousands of websites for news and information that is categorized and distributed as live headline links to the original sources. Their services are used by portals, websites, charities, governmental entities, educational institution and other users world wide.

### Contact Information:

W. Jeffrey Brown  
5618274065  
prweb@allheadlinenews.com  
ALL HEADLINE NEWS CORP

# # #



**Contact Information**

**W. Jeffrey Brown**  
ALL HEADLINE NEWS CORP  
<http://www.allheadlinenews.com>  
5618274065

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You can read the online version of this press release [here](#).

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**EXHIBIT 13**

Page 1 a0550 ----- r ibx 09-28-2007 12:00

Doc: 00014659 DB: research\_t2 Date: Fri Sep 28 12:00:32 2007

\*\*\* Version history. (\* = this story, F = final, S = semifinal) \*\*\*

a0550#-----  
r ibx  
dsa-i online  
\*BC-Iran-US,0393<  
\*Ahmadinejad invites Bush to speak at a university if he visits Iran  
someday  
\*1107<  
\*By NASSER KARIMI=

\*Associated Press Writer=

¶ TEHRAN, Iran (AP) — Iranian President Mahmoud Ahmadinejad invited

President Bush to speak at an Iranian university if the American

leader ever traveled to the Islamic Republic, state-run television

reported Friday.

¶ Ahmadinejad caused an uproar during his visit to New York this week when he spoke at Columbia University. He faced tough questioning and the university's president introduced him by saying Ahmadinejad exhibited "all the signs of a petty and cruel dictator."

¶ "If their president plans to travel to Iran, we will allow him to make a speech" at a university, Ahmadinejad told state TV earlier this week before leaving New York to travel to South America. He was in New York to attend the United Nations General Assembly.

¶ The comments were aired on state TV Friday and signaled an unusual readiness by Iran to receive an American president after more than a quarter century with no diplomatic ties.

¶ The harshness of Monday's introduction at Columbia prompted complaints in Iran and elsewhere that Ahmadinejad had been blind-sided by his host. Ahmadinejad complained that Columbia University President Lee Bollinger's speech had contained "many insults" and amounted to "unfriendly treatment," but he otherwise appeared to take the comments in stride.

¶ Back home, Iranians also were dismayed by Bollinger's introduction and said his words only added to their image of the United States as a bully.

¶ Tensions are high between Iran and the U.S. over Washington's allegations that Tehran is secretly trying to develop nuclear weapons and supplying Shiite militias in Iraq with deadly weapons that kill U.S. troops. Iran denies both claims.

¶ Iran and the U.S. cut off diplomatic relations in 1979 after Iranian militant students seized the U.S. Embassy and took 52

Page 2 80550 ----- r ibx 09-28-2007 12:00

Americans hostage for 444 days.

¶ Ahmadinejad left New York on Wednesday and traveled to friendlier ground in South America, first stopping in Bolivia \_ where he pledged \$1 billion in investment \_ and then visiting Venezuela to meet his ally President Hugo Chavez on Thursday.

**EXHIBIT 14**

Page 1 EEE9012 ----- r ibx 09-28-2007 10:49

Doc: 00014269 DB: research\_t2 Date: Fri Sep 28 10:49:37 2007  
 Alert Categories: law nau win  
 Profiler Categories: Law WorldInternational

\*\*\* Version history. (\* = this story, F = final, S = semifinal) \*\*\*

ED8RU70102 09-27-2007 23:59:00 BC-AS-GEN--Sri Lanka-Civil War:Sri Lankan  
 ED8RU7TNG1 09-28-2007 00:11:10 BC-AS-GEN--Sri Lanka-Civil War, 1st Ld-Wri  
 ED8RU86080 09-28-2007 00:30:53 BC-AS-GEN--Sri Lanka-Civil War, 2nd Ld-Wri  
 ED8RUC1500 09-28-2007 05:29:20 BC-AS-GEN--Sri Lanka-Civil War, 3rd Ld-Wri  
 ED8RUH9081 09-28-2007 10:49:37\*F BC-AS-GEN--Sri Lanka-Civil War, 4th Ld-Wri

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 EEE9012-----

r ibx

222 intjw sri glbh

\*BC-AS-GEN--Sri Lanka-Civil War, 4th Ld-Writethru\*

\*Sri Lankan military says it sank 3 Tamil Tiger boats in lengthy sea battle\*

\*Eds: UPDATES with details of latest fighting in north\*

\*By RAVI NESSMAN\*

\*Associated Press Writer\*

¶ COLOMBO, Sri Lanka (AP) Naval attack craft waged a three-hour sea battle Friday with 20 Tamil Tiger boats off the eastern coast of Sri Lanka, sinking three of the rebels' vessels and killing one of their top naval commanders, the military said.

¶ Meanwhile, army troops killed 10 rebels in other fighting in the north, where the two sides have waged a series of fierce battles that killed more than 70 rebels in recent days, the military said.

¶ Details of the naval battle, which also killed one navy sailor, could not be independently confirmed and rebel spokesman Rasiah Ilanthirayan could not immediately be reached for comment.

¶ The naval battle began about 11 p.m. Thursday as 20 boats from the rebels' navy, known as the Sea Tigers, headed toward Pulmoddai, about 40 kilometers (25 miles) north of the eastern city of Trincomalee, said naval spokesman Cmdr. D.K.P. Dassanayake.

¶ The rebel boats were apparently trying to stage a mass evacuation of rebel fighters who were trapped in nearby jungles after a government offensive earlier this year recaptured the east from the Tamil Tigers, he said.

¶ Naval attack craft cut off the rebel boats, sparking a lengthy sea battle that led to the sinking of three rebel vessels, Dassanayake

**EXHIBIT 15**

Page 1 p0716 ----- z abx 10-15-2007 17:05

Doc: 00008276 DB: research\_t0 Date: Mon Oct 15 17:05:05 2007

\*\*\* Version history. (\* = this story, F = final, S = semifinal) \*\*\*

pD8S90EP03 10-15-2007 11:29:41 S BC-AOL-Layoffs:AOL to cut 2,000 jobs, incl  
 pD8S9SLK00 10-15-2007 16:17:20 BC-AOL-Layoffs, 3rd Ld-Writethru:AOL to cu  
 pD8S9TC083 10-15-2007 17:05:05\*F BC-AOL-Layoffs, 4th Ld-Writethru:AOL to cu

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p0716-----

r abx

dxa-a def-f apfn-f online

^BC-AOL-Layoffs, 4th Ld-Writethru,0797&lt;

^AOL to cut 2,000 jobs, including 1,200 in U.S., as it transforms into online ad company&lt;

^1780&lt;

^Eds: RECASTS to CLARIFY strategy. Moving on general news and financial services.&lt;

^By ANICK JESDANUN-

^AP Internet Writer=

^meta(biz\_topic:Internet; biz\_topic:Personnel;)

¶ NEW YORK (AP) — AOL is eliminating another 2,000 jobs worldwide as it tries to cut costs and make room to grow in online advertising.

¶ The 20 percent slice from AOL's work force comes after several rounds of layoffs in recent years, including a cut of 5,000 jobs last fall. The latest cuts would give AOL more flexibility to expand ad-related businesses through acquisitions and potentially new hires, company officials said.

¶ "This realignment will allow us to increase investment in high-growth areas of the company — as an example, we added hundreds of people this year through acquisitions — while scaling back in areas with less growth potential or those that aren't core to our business," AOL Chief Executive Randy Falco told employees Monday.

¶ AOL believes it is now best at developing Web sites such as its Moviefone and MapQuest properties to attract people in some 30 countries, Falco said. Its goal, he said, is to build "the largest and most sophisticated global advertising network" for marketers to reach that online audience.

¶ AOL, once the leading seller of Internet access subscriptions, has struggled in recent years as Internet users have ditched their AOL accounts for high-speed services offered by cable and telephone companies.

¶ To make up for declines in subscription revenues, the company has been trying to boost traffic to its ad-supported Web sites and last

Page 2 p0716 ----- r abx 10-15-2007 17:05

year began giving away AOL.com e-mail accounts, software and other features once reserved for paying subscribers.

¶ Last year's job reductions were mostly in customer-service and marketing personnel as AOL opted to stop producing and distributing its notorious trial discs aimed at luring new subscribers.

¶ The latest cuts are expected to affect employees across the board.

¶ Last month, AOL announced that it was consolidating its advertising operations to share innovations across the company and help potential advertisers more easily buy ads.

¶ The idea is to help marketers reach Internet users not only across AOL properties but also at outside sites for which AOL now brokers ad sales.

¶ In a memo to employees obtained by The Associated Press, Falco described the latest cuts as difficult but necessary.

¶ AOL has acquired a number of companies in recent months and added to its payroll each time. The purchase of ad-targeting technology specialist Tacoda Inc., for example, brought in about 100 employees.

¶ The latest reductions would allow AOL to keep making such purchases and perhaps expand its advertising sales team while keeping payroll costs steady.

¶ The cuts affect about 1,200 positions in the United States, including 750 in northern Virginia, where AOL has long had its headquarters.

¶ Most of the affected employees in the U.S. were to be informed and terminated Tuesday, while reductions abroad were expected by year's end. Severance packages are to include at least four months' pay.

¶ None of the reductions is directly related to AOL's recent announcement that it was moving its headquarters to New York to be closer to the media advertising industry. Most of those employees already work in New York. Senior executives like Falco, meanwhile, are expected to keep offices at both locations.

¶ AOL has been counting on ad growth to offset declines in subscription revenue, which continued to plummet, as expected, following its strategy shift in August 2006. AOL had 10.9 million paying U.S. subscribers for Internet access as of June 30, a 60 percent drop from its peak of 26.7 million in September 2002.

¶ After four quarters of at least 40 percent growth, though, AOL ad revenues increased by only 16 percent in the quarter that included April through June.

¶ Workers at AOL's Dulles, Va., campus had speculated for weeks that big layoffs were coming. Speculation intensified last week, when workers reported seeing large pallets of empty cardboard shipping boxes arrive at an AOL warehouse, presumably for laid-off workers to empty their desks.

¶ Shares in AOL LLC's parent company, Time Warner Inc., dropped 19 cents, or 1 percent, to \$18.79 in Monday trading.

¶ Associated Press Business Writer Matthew Barakat in McLean, Va., contributed to this report.

**EXHIBIT 16**

Page 1 a0452 ----- r abx 10-11-2007 05:23

Doc: 00007426 DB: research t1 Date: Thu Oct 11 05:23:44 2007  
Alert Categories: hor med  
Profiler Categories: Crime Medical

\*\*\* Version history. (\* = this story, F = final, S = semifinal) \*\*\*

a08S6UN800 10-11-2007 05:23:44\*F BC-BFR--Alligator Attack:8-foot alligator

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a0452-----

r abx

dsd-a online

\*BC-BFR--Alligator Attack,0213<

\*8-foot alligator that killed elderly woman captured in Georgia pond, police say<

\*1110<

¶ SAVANNAH, Ga. (AP) — An alligator that killed an elderly woman was captured in the pond where passers-by found her body last weekend, police said.

¶ Jack Douglas, a licensed alligator trapper, caught and killed the 8-foot alligator late Tuesday on Skidaway Island in east Savannah.

¶ The Georgia Department of Natural Resources sent Douglas to hunt for the reptile after an autopsy confirmed 83-year-old Gwen Williams died from blood loss caused by an alligator attack.

¶ A couple found her body — missing its left arm, right hand and right foot — in the pond Saturday near the home where Williams was house-sitting for relatives. Police said Williams was from Canada, but did not know which city.

¶ Douglas confirmed the captured alligator was the one that attacked Williams by cutting it open to examine the contents of its stomach, police said.

¶ Williams was the first person known to have been killed by an alligator in Georgia since 1980, said Jim Simmons, a senior wildlife biologist for the Georgia Department of Natural Resources.

**EXHIBIT 17**

Page 1 GSM0266 gbsm r ibx 09-30-2007 18:06

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Doc: 00392463 DB: research\_d\_2007\_3 Date: Sun Sep 30 18:06:33 2007

\*\*\* Version history. (\* = this story, F = Final, S = semifinal) \*\*\*

CD8S01RQ80 09-30-2007 18:06:33\*F BC-Brazil-Surrogate Grandmother  
TOPS:Brazil

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GSM0266#gbsm

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gbsm

^BC-Brazil-Surrogate Grandmother TOPS<

^Brazil: Surrogate mother gives birth to her own twin grandchildren<  
¶ SAO PAULO, Brazil (AP) — A 51-year-old surrogate mother for her  
daughter has given birth to her own twin grandchildren in northeastern  
Brazil. Rosinete Palmeira Serrao, a government health worker, gave  
birth to twin boys by Caesarean section on Thursday at the Santa Joana  
Hospital in the city of Recife, the hospital said in a statement on  
its Web site. Hospital officials were not immediately available for  
comment on Sunday, but press reports said the grandmother and twins  
were discharged from the hospital on Saturday in excellent health. The  
Caesarean section was performed about two weeks ahead of time because  
Serrao was having trouble sleeping, the statement said. Serrao decided  
to serve as a surrogate mother after four years of failed attempts at  
pregnancy by her 27-year-old daughter, Claudia Michelle de Brito.  
Brazilian law stipulates that only close relatives can serve as  
surrogate mothers. De Brito is an only child and none of her cousins  
volunteered, so Serrao agreed to receive four embryos from her  
daughter.

**EXHIBIT 18**

Page 1 EEE9882 ----- r ibx 09-29-2007 23:17

Doc: 00390501 DB: research\_d\_2007\_3 Date: Sat Sep 29 23:17:01 2007  
Alert Categories: mun odd tra wfe win  
Profiler Categories: Municipal Oddities Travel WorldFeatures  
Worldinternational

\*\*\* Version history. (\* = this story, F = final, S = semifinal) \*\*\*

ED8RVHAB80 09-29-2007 23:17:01\*F BC-AS-ODD--Malaysia-Dirty  
Toilets:Inspecti

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EEE9882#-----

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87 04 02 kua intjw glbh

^BC-AS-ODD--Malaysia-Dirty Toilets<

^Inspection squads to seek out dirty toilets in Malaysian state's  
tourist spots<

¶ KUALA LUMPUR, Malaysia (AP) — A Malaysian state plans to set up  
"toilet squads" to monitor cleanliness at key tourist destinations  
following criticism of standards, reports said Sunday.

¶ Northern Perak state was criticized in a recent Auditor-General's  
report which charged that toilets in most recreational parks in the  
state were deplorable, poorly maintained and dirty, the New Sunday  
Times said.

¶ Perak tourism committee chairman Mohamad Radzi Manan was quoted as  
saying that several squads would be formed to visit public toilets in  
tourist locations and report on hygiene and cleanliness.

¶ "With the formation of the squad, dirty toilets, especially in  
tourist spots, will be a thing of the past," he said in the report.

¶ The squad will issue grades, with well-maintained toilets to  
receive an acknowledgment while warnings will be issued on dirty ones,  
the Sunday Star said.

¶ The report didn't say whether there will be any penalty for dirty  
toilets, and Mohamad Radzi and other Perak officials could not be  
reached Sunday for comment.

¶ Malaysia's central government has also been campaigning against  
smelly and dirty communal restrooms and is considering fines for  
vendors with dirty washrooms. Shopping malls and other commercial  
establishments that do not have clean toilets might also not have  
their business licenses renewed.

**EXHIBIT 19**



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## Mahmoud Ahmadinejad Extends Invite To President Bush To Speak At Iranian University

September 26, 2007 1:34 p.m. EST



Julie Farby - AHN News Writer

Tehran, Iran (AHN-Davut) After his controversial U.S. visit, Iranian President Mahmoud Ahmadinejad extended the invitation to President Bush to come speak at an Iranian University if the U.S. leader is ever in the Iranian Republic.

Ahmadinejad, who appeared on state-run Iranian television on Friday, said "If their president plans to travel to Iran, we will allow him to make a speech" at a university, referring to his recent visit to Columbia University in New York, which sparked protests by political and academic officials, alive.

Ahmadinejad, who left New York on Wednesday, seemed to rally public support among Iranians after speaking at the U.S. forum on Monday, where Columbia University President Lee Bollinger's introductory speech contained "many insults," including calling the outspoken Iranian leader a "petty and cruel dictator."

After his U.S. visit, Ahmadinejad traveled to South America where he was slated to meet close ally Venezuelan President Hugo Chavez on Thursday. Ahmadinejad also visited Bolivia, where he pledged \$1 billion in investment and vowed to strengthen ties with his South American supporters.

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## Sri Lankan Navy Sinks Three Sea Tiger Boats

September 28, 2007 6:10 a.m. EST



Sudheera Higoda - AHN News Writer

Colombo, Sri Lanka (AHN) - Sri Lankan military claimed Friday that three of the Sea Tigers' boats have been destroyed in a fierce sea battle Thursday night which also killed a top LTTE commander.

The Navy spotted about 20 Sea Tigers' boats of LTTE in the sea off Pulmudai in the northeastern coast late Thursday night. The boats were said to be on a mission to evacuate rebel fighters trapped in PekaraKumbarupiddi jungles.

Sri Lankan navy craft intercepted the tiger boats and engaged them in a gun battle killing several rebels and sinking three boats, the navy said. The navy also said using communication intercepts that Lieutenant Colonel Mahanthan of LTTE was among the killed. LTTE is yet to comment on the statement.

Minority Tamils in Sri Lanka want a separate homeland on eastern and western parts of the country complaining discrimination by majority Sinhalese. The conflict between Tamil rebel group LTTE and Sri Lankan government for more than two decades left more than 70,000 people dead. Despite a 2003 ceasefire there has been increase in violence in the last two years.

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## AOL To Slash 2,000 More Jobs

October 15, 2007 12:47 p.m. EST

Ed Sutherland - AHN Editor

New York, NY (AHN) - Internet company AOL is expected Tuesday to announce 2,000 job cuts, a workforce reduction affecting 20 percent of the company, according to reports.

The employee layoffs concentrate on areas with less possible growth or aren't key to AOL's new Internet advertising mission, according to a memo from AOL CEO Randy Falco obtained by the Wall Street Journal.

These latest job eliminations are on top of 5,000 announced last year.

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## 8 Ft. Gator That Killed Elderly Woman In GA Slain By Trapper

October 11, 2007 8:53 a.m. EST

Ayinde O. Chase - AHN Staff



Jim expensive his  
1st class flight  
to Hawaii

Savannah, GA (AHN) - The alligator that killed an elderly woman last week has been found. Police officials report the 8-foot reptile was captured in the estate pond that locals spotted the deceased woman's body.

Late Tuesday night on Skidaway Island Jack Douglas, a licensed alligator trapper, caught and killed the menace.

The Georgia Department of Natural Resources sent Douglas on a mission to hunt for the gator following an autopsy report confirmed 83-year-old Gwen Williams died from blood loss following an alligator attack.

Williams who was house sitting and from Canada was found by a couple. The passersby made a grisly discovery when they found the deceased Williams' body missing its left arm, right hand and right foot floating in the pond near the home.

What made investigators' job harder was they had no idea where in Canada Williams was from.

According to an AP report Douglas confirmed the captured alligator was the one that attacked Williams by cutting it open to examine the contents of its stomach.

Williams' death marks a historic tragedy for the state of Georgia. She is the first person known to have been killed by an alligator in the state since 1960 according to Jim Simmons, a senior wildlife biologist for the Georgia Department of Natural Resources.

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## 51-Year-Old Gives Birth To Twin Grandchildren

October 1, 2007 8:17 a.m. EST



Feel the rush of  
hell-hiking in Canada

Preciosa Duncan - AHN Writer

**Bacaba, Brazil (AHN)** - A 51-year-old grandmother gave birth to her own twin grandchildren, by becoming a surrogate mother.

According to a hospital official, the grandmother was identified as Rosicerta Palmeira Serrao, a government health worker. She gave birth to twin boys by Caesarean section at the Santa Joana Hospital in Recife city.

Reports said the grandmother and the twins were discharged and in excellent condition on Saturday. The Caesarean operation was done two weeks earlier because Serrao was having

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trouble getting enough sleep.

Serrao decided to serve as a surrogate mother, after her only daughter, 27-years-old Claudia Michelle de Brito failed to get pregnant for four years.

Brazilian law allows only close relatives to serve as surrogate mothers. De Brito is an only child and none of her cousins volunteered. Serrao agreed to receive four embryos from her daughter.

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## Malaysia To Set Up 'Toilet Squads'

September 30, 2007 9:28 a.m. EST

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Preciosa Oumizar - AHN Writer

Kuala Lumpur, Malaysia - A Malaysian tourism committee plans to set up "toilet squads" to ensure cleanliness of public toilets at key tourist destinations following criticism of poor standards, reports on Sunday said.

In a recent Auditor General's report, Northern Perak state was badly criticized, which charged that public toilets in most recreational parks were dingy and poorly maintained.

Following the unfavorable review, Perak tourism committee chairman Mohamad Radzi Manan said, he would personally visit public toilets in tourist locations and report on hygiene and cleanliness to take immediate

action.

"With the formation of the squad, dirty toilets, especially in tourist spots, will be a thing of the past," he said in the report.

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